

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT COURT OF DELAWARE**

CIT COMMUNICATIONS FINANCE
CORPORATION,

Plaintiff,

v.

LEVEL 3 COMMUNICATIONS, LLC and
LEVEL 3 COMMUNICATIONS, INC.,

Defendants.

C.A. No. _____

REMOVED FROM SUPERIOR
COURT, NEW CASTLE COUNTY
DELAWARE

C.A. No. 06C-01-236 (JRS)

NOTICE OF REMOVAL OF
ACTION UNDER 28 U.S.C.
§ 1441(a)

**DEFENDANTS LEVEL 3 COMMUNICATIONS, LLC AND LEVEL 3
COMMUNICATIONS, INC.'S NOTICE OF REMOVAL**

1. Level 3 Communications, LLC and Level 3 Communications, Inc. ("Defendants") are the named defendants in the above-captioned action, which was commenced on January 23, 2006, in the Superior Court for the State of Delaware, New Castle County, Civil Action No. 06 C 01236 (JRS). Pursuant to Sections 1441, 1446, and 1452 of Title 28 of the United States Code, Defendants remove this action to the United States District Court for the District of Delaware, which is the judicial district in which the action is pending.

2. This is an action of a civil nature in which the District Courts of the United States have been given jurisdiction in that it is related to a case under Title 11 of the United States Code within the meaning of 28 U.S.C. § 1334.

3. The bases for relief asserted by the plaintiff in its action arise out of factual allegations related to a pending bankruptcy proceeding under Title 11.

4. This Notice of Removal is timely under Section 1446(b) of Title 28 of the United States Code. Defendants received a copy of the summons and complaint by personal service on February 8, 2006. Accordingly, this Notice of Removal is filed within 30 days of Defendants' receipt of the summons and complaint and is timely under 28 U.S.C. § 1446(b).

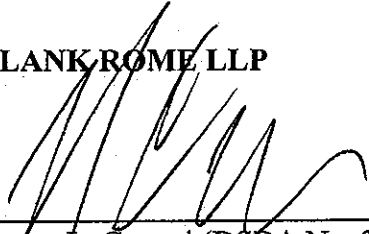
5. Pursuant to the provisions of 28 U.S.C. § 1446(a), annexed hereto as Exhibit A to this Notice and incorporated by reference are copies of all the process, pleadings and orders served on Defendants prior to removal of this action.

6. Written notice of the filing of this Notice of Removal, the exhibits thereto and the Notice of Filing of Notice of Removal was, or will be, given to Plaintiff's counsel by hand delivering to them copies thereof this 24th day of February 2006. A copy of this Notice of Filing of Notice of Removal, which has been or will be filed with the Clerk of the Court of the Superior Court of the State of Delaware, New Castle County, is attached hereto as Exhibit B.

WHEREFORE, Defendants respectfully pray that this action be removed from the Superior Court of the State of Delaware, New Castle County, to this Court.

Dated: February 24, 2006

BLANK ROME LLP



Steven L. Caponi (DSBA No. 3484)
Chase Manhattan Centre
1201 Market Street, Suite 800
Wilmington, DE 19801
(302) 425-6408
(302) 428-5016 (Fax)

Attorneys for Defendants
Level 3 Communications, LLC and
Level 3 Communications, Inc.

EXHIBIT A

EFiled: Jan 23 2006 11:05

Transaction ID 10389304

IN THE SUPERIOR COURT FOR THE STATE OF DELAWARE
IN AND FOR NEW CASTLE COUNTY



CIT COMMUNICATIONS FINANCE
CORPORATION,

Plaintiff,

v.

LEVEL 3 COMMUNICATIONS, LLC and
LEVEL 3 COMMUNICATIONS, INC.,

Defendants.

Civil Action No. _____
Non-Arbitration
Money Damages Requested

Jury Request: Plaintiff requests a
trial by jury for all issues so triable.

THE STATE OF DELAWARE
TO THE SHERIFF OF NEW CASTLE COUNTY
YOU ARE COMMANDED:

To summon the above named defendants so that, within 20 days after service thereof upon defendants, exclusive of the day of service, defendants shall serve upon Andrew C. Kassner and Howard A. Cohen, plaintiff's attorneys, whose address is 1100 North Market Street, Suite 1000, Wilmington, DE 19801, an answer to the complaint (and, if the complaint contains a specific notation requiring the defendant to answer any or all allegations of the complaint by affidavit, an affidavit of defense).

To serve upon defendants a copy hereof and of the complaint.

Dated: January __, 2006

SHARON AGNEW
Prothonotary

Per Deputy

TO THE ABOVE NAMED DEFENDANTS:

In case of your failure, within 20 days after service hereof upon you, exclusive of the day of service, to serve on plaintiff's attorney named above an answer to the complaint (and, if the complaint contains a specific notation requiring the defendant to answer any or all allegations of the complaint by affidavit, an affidavit of defense), judgment by default will be rendered against you for the relief demanded in the complaint.

SHARON AGNEW
Prothonotary

Per Deputy

EFiled: Jan 23 2006 11:05
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**IN THE SUPERIOR COURT FOR THE STATE OF DELAWARE
IN AND FOR NEW CASTLE COUNTY**

CIT COMMUNICATIONS FINANCE
CORPORATION,

Plaintiff,

v.

LEVEL 3 COMMUNICATIONS, LLC and
LEVEL 3 COMMUNICATIONS, INC.,

Defendants.

Civil Action No. _____
Non-Arbitration
Money Damages Requested

Jury Request: Plaintiff requests a
trial by jury for all issues so triable.

COMPLAINT

Plaintiff, CIT Communications Finance Corporation ("CIT"), by and through its undersigned counsel, initiates this civil action against Defendants, Level 3 Communications, LLC ("LLC") and Level 3 Communications, Inc. ("INC," and together with LLC, "Level 3" or "Defendants") and alleges as follows:

The Parties

1. CIT is a corporation organized and existing under the laws of the State of Delaware, with its principal place of business located at One CIT Drive, Mail Stop 4104, Livingston, New Jersey 07039.
2. LLC is a limited liability company organized and existing under the laws of the State of Delaware.
3. INC is a corporation organized and existing under the laws of the State of Delaware.

Jurisdiction

4. This Court has jurisdiction over this matter pursuant to 10 Del. C. § 541.

5. Defendants are subject to the personal jurisdiction of this Court pursuant to 10 Del. C. § 3104 because they are organized under the laws of Delaware and have consented to the jurisdiction of Delaware courts.

Facts Common to All Counts

6. On or about December 28, 1995, Genuity Solutions, Inc. f/k/a BBN Corp. and related entities (together, "Genuity") entered into Master Equipment Lease Agreement E212580 (the "Master Lease") and various schedules relating thereto (the "Schedules", and together with the Master Lease as amended from time to time, the "Telephone System Lease") with CIT. A true and correct copy of the Telephone System Lease is attached hereto as Exhibit "A".

7. Pursuant to the Telephone System Lease, CIT leased Genuity the telephone system and related equipment identified in the Master Lease (the "Equipment"), in return for Genuity's agreement, among other things, to make monthly installment lease payments to CIT in the amount of \$215,716.56 (the "Monthly Payments").

8. On November 27, 2002, Genuity filed for bankruptcy protection in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court").

9. In the bankruptcy, Genuity sought the approval of the Bankruptcy Court to sell its assets to Level 3.

10. On or about January 24, 2003, the Bankruptcy Court approved the sale of Genuity's assets to Level 3.

11. As part of the sale, Level 3 acquired some or all of the Equipment as well as Genuity's obligations under the Telephone System Lease.

12. As part of the sale, Genuity transferred possession of the Equipment to Level 3.

13. In accordance with the terms of the sale and as required by the Telephone System Lease, Level 3 was required to make the Monthly Payment to CIT for the Equipment.

14. Despite Level 3 making some payments to CIT on account of the Telephone System Lease, Level 3 subsequently disclaimed any obligations to make the Monthly Payment and consequently has failed to make the required Monthly Payments to CIT.

15. Notwithstanding CIT's demand, Level 3 has failed to return all the Equipment to CIT.

16. At all relevant times, each Defendant was an agent of the other and performed the acts herein alleged within the course and scope of such agency.

17. At all relevant times, each Defendant conspired and agreed with the other to do the things herein alleged.

18. As the parent company of LLC, INC controls LLC and has caused LLC to do the things herein alleged.

Count I
Breach of Contract

19. CIT incorporates by reference the allegations contained in the preceding paragraphs of this Complaint as if they were fully set forth herein.

20. While CIT has performed its obligations, Level 3 has breached its contractual obligations by failing to make all monthly payments due and owing CIT.

21. As a result of Level 3's failure to make the required monthly payments, CIT has been injured.

22. WHEREFORE, CIT seeks relief against each Defendant as hereinafter set forth.

Count II
Unjust Enrichment

23. CIT incorporates by reference the allegations contained in the preceding paragraphs of this Complaint as if they were fully set forth herein.

24. Level 3 has benefited and will continue to benefit from the Equipment.

25. Level 3 has failed to make payment to CIT for the Equipment.

26. Level 3 has been unjustly enriched and should be required to compensate CIT for the Equipment.

WHEREFORE, CIT seeks relief against each Defendant as hereinafter set forth.

Count III
Conversion

27. CIT incorporates by reference the allegations contained in the preceding paragraphs of this Complaint as if they were fully set forth herein.

28. Despite Level 3's knowledge of CIT's ownership and right to possession of the Equipment and notwithstanding CIT's demand for return of the Equipment, Level 3 has failed to return the Equipment to CIT.

29. Level 3 has converted CIT's Equipment by failing to return the Equipment to CIT.

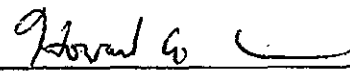
WHEREFORE, CIT seeks the following relief against each Defendant:

- (a) Compensatory and other damages in an amount to be determined at trial;
- (b) Pre-judgment and post-judgment interest; and
- (c) Such further relief that the Court may deem just and proper.

JURY DEMAND

CIT hereby demands a trial by jury on all issues so triable.

Dated: January 23, 2006




Andrew C. Kassner (No. 4507)
Howard A. Cohen (No. 4082)
DRINKER BIDDLE & REATH
1100 N. Market Street
Suite 1000
Wilmington, DE 19801
(302) 467-4200

Attorneys for Plaintiff,
CIT Communications Finance Corporation

CERTIFICATE OF VALUE

I, Howard A. Cohen, attorney for plaintiff, hereby certify in good faith at this time in my opinion that the sum of damages is in excess of \$100,000.00, exclusive of costs and interest.

Dated: January 23, 2006


Howard A. Cohen (No. 4082)
DRINKER BIDDLE & REATH
1100 N. Market Street
Suite 1000
Wilmington, DE 19801
(302) 467-4200

Attorneys for Plaintiff,
CIT Communications Finance Corporation

EFiled: Jan 23 2006 11:05
Transaction ID 10389304



EXHIBIT "A"



Master Equipment Lease Agreement

MELA IV
C005A
(04/93)

| | |
|--|--|
| LESSEE: BBN CORP. | LESSOR: AT&T CREDIT CORPORATION |
| Street Address 150 CAMBRIDGE PARK DRIVE | Address 2 GATEHALL DRIVE PARSIIPPANY, NJ 07054 |
| City/State/Zip CAMBRIDGE, MA 02140 | Lease Number E212580 |

1. **AGREEMENT.** Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the equipment (Equipment) described in any schedule (Schedule) that incorporates this Master Equipment Lease Agreement (Agreement) by reference. A Schedule shall incorporate this Agreement by reference by listing the above-referenced Lease Number thereon. Such lease shall be governed by the terms and conditions of this Agreement, as well as by the terms and conditions set forth in the applicable Schedule. Each Schedule to this Agreement shall be a separate and distinct document from this Agreement and any other Schedule. In the event of a conflict between the provisions of this Agreement and a Schedule, the provisions of the Schedule shall govern.

2. **ASSIGNMENT OF PURCHASE DOCUMENTS.** Lessee shall execute and deliver to Lessor a written assignment to Lessor whereby Lessor is assigned all of Lessee's rights and interest in and to (a) the Equipment described in the applicable Schedule and (b) any purchase order, contract or other documents (collectively, Purchase Documents) relating thereto that Lessee has entered into with the Seller (as specified in the applicable Schedule). If Seller is not an affiliate of Lessor, Lessee shall deliver to Lessor a written assignment to Lessor whereby Seller acknowledges, and provides any required consent to, such assignment. If Lessee has not entered into any Purchase Document for the Equipment with Seller, Lessor shall authorize Lessee to act as Lessee's agent to issue a purchase order to Seller for the Equipment and for associated matters, and such purchase order shall be subject to this Section 2 and all references in this Agreement to Purchase Documents shall include such purchase order. By executing the applicable Schedule, Lessee represents and warrants that Lessee either (i) has reviewed, approved and entered into a copy of the applicable Purchase Document for the Equipment with Seller, or (ii) has authorized Lessee to act as Lessee's agent to issue a purchase order to Seller for the Equipment and for associated matters, and such purchase order shall be subject to this Section 2 and all references in this Agreement to Purchase Documents shall include such purchase order. By executing the applicable Schedule, Lessee represents and warrants that Lessee either (i) has reviewed, approved and entered into a copy of the applicable Purchase Document for the Equipment with Seller, or (ii) has authorized Lessee to act as Lessee's agent to issue a purchase order to Seller for the Equipment and for associated matters, and such purchase order shall be subject to this Section 2 and all references in this Agreement to Purchase Documents shall include such purchase order.

3. **DELIVERY; ACCEPTANCE.** Lessee shall cause the Equipment to be delivered to Lessee at the Equipment Location (as specified in the applicable Schedule) and Lessee shall accept the Equipment as soon as it is delivered or, if acceptance criteria is specified in the applicable Purchase Documents, as soon as it meets such criteria. Lessee shall evidence its acceptance of the Equipment and commencement of the lease with respect thereto by executing and delivering to Lessor a commencement certificate (Commencement Certificate) in a form acceptable to Lessor. By executing and delivering a Commencement Certificate to Lessor, (a) Lessee represents and warrants that it has accepted the Equipment and Seller specified on the applicable Schedule and (b) Lessee shall irrevocably accept such Equipment under lease.

4. **PURCHASE OF EQUIPMENT.** Provided that no Event of Default (as defined in Section 15) exists, and no event has occurred and is continuing that with notice or the lapse of time or both would constitute an Event of Default, Lessor shall be obligated to purchase the Equipment from Seller and to lease the Equipment to Lessee if and only if Lessor receives or, before the latest Commencement Date (as specified in the applicable Schedule), the related Commencement Certificate and Schedule (both executed by Lessee), and such other documents or assurances as Lessor may reasonably request.

5. **TERM.** The initial term of each Schedule (Initial Term) shall begin on the date specified as the Commencement Date on the Commencement Certificate with respect to such Schedule and shall continue for the period specified in such Schedule. Any renewal term of a Schedule (Renewal Term) shall begin on the expiration of, as applicable, the Initial Term or any preceding Renewal Term (collectively, Term).

6. **RENT; ADVANCE RENT; LATE CHARGES.** Lessee shall pay Lessor the first Rental Payment (as specified in the applicable Schedule) on or before the Commencement Date of the applicable Schedule, and shall pay Lessor the remaining periodic Rental Payments on or before the periodic payment dates specified in the applicable Schedule or, if periodic payment dates are not specified, on or before the corresponding day of each subsequent period during the Initial Term of the applicable Schedule, regardless of whether Lessee has received notice that such Rental Payments are due. Additionally, if pursuant to this Agreement or the applicable Schedule, Lessee is entitled to a renewal option exercised, Lessee shall also pay all Rental Payments required with respect thereto. All Rental Payments will be sent to Lessor's above-referenced address, or to such other address as specified by Lessor in writing. Lessee shall also pay Lessor Advance Rent (as specified in the applicable Schedule) for the Equipment when it signs the applicable Schedule, and such Advance Rent shall be credited to Lessee's account. If Lessor declines to sign the applicable Schedule, Advance Rent shall be credited to Lessee's first Rental Payment under the applicable Schedule, and any excess Advance Rent shall be credited to Lessee's final Rental Payment(s). Lessee agrees to pay Lessor a late charge of 5% of any Rental Payment (or other amount due hereunder) that is not paid within 10 days of its due date, plus interest at the rate of 1 1/2% per month on any such amount or such other rate as the market rate for such period under applicable law. Also, in the event that more than one Schedule is entered into hereunder, the parties will use their best efforts to implement a common billing date for all Schedules.

7. **ADJUSTMENTS.** The Total Purchase Price (as specified in the applicable Schedule) and Rental Payment set forth in each Schedule are estimates, and if the final invoice from Seller specifies a Total Purchase Price (including taxes, delivery, installation and other charges) or less than such estimated Total Purchase Price, Lessee hereby authorizes Lessor to adjust the Total Purchase Price and Rental Payment on the applicable Schedule to reflect the final invoice amount (Final Invoice Amount). If Option B in the Schedule has been selected, Lessee also authorizes Lessor to adjust such purchase and renewal options to reflect the Final Invoice Amount. However, if the Final Invoice Amount exceeds the estimated Total Purchase Price by more than 10%, Lessee will notify Lessor and obtain Lessor's prior written approval of the aforementioned adjustments; provided, however that such written approval shall not be required when such adjustments are caused by equipment changes or system reconfigurations requested or caused by Lessee. Additionally, if Lessor financed any down payment for the Equipment pursuant to an interim financing agreement (Financing Agreement) with Lessee, Lessor may also adjust the Total Purchase Price and Rental Payment with respect to such Equipment to reflect any accrued interest that Lessee elects to finance. All references in this Agreement and in any Schedule to Total Purchase Price and Rental Payment shall mean the estimates thereof specified in the applicable Schedule, as adjusted pursuant to this Section 7.

8. **INSURANCE.** At its own expense, Lessee shall provide and maintain the following insurance: (a) insurance against the loss or theft of or damage to the Equipment for the greater of the Stipulated Loss Value (as defined in the applicable Schedule) or full replacement value thereof, naming Lessor as a loss payee; and (b) public liability and third party property damage insurance, naming Lessor as an additional insured. Such insurance shall be in a form, amount and with companies reasonably satisfactory to Lessor, shall contain the insurer's agreement to give Lessor 30 days' prior written notice before cancellation or material change thereof, and shall be payable to Lessor regardless of any act, omission or breach by Lessee. Lessee shall deliver to Lessor the insurance policies or copies thereof or certificates of such insurance on or before the Commencement Date of the applicable Schedule, and at such other times as Lessor may reasonably request. If no Event of Default exists, and no event has occurred and is continuing that with notice or the lapse of time or both would constitute an Event of Default, the proceeds of any insurance required under clause (a) hereof that have been paid to Lessor shall be applied against Lessee's obligations to Lessor under Section 15 hereof.

9. **TAXES.** Lessee shall reimburse Lessor for (or pay directly, but only if instructed by Lessor) all taxes, fees, and assessments that may be imposed by any taxing authority on the Equipment or on its purchase, ownership, delivery, possession, operation, rental or return to Lessor or which may be assessed (collectively, Taxes); provided, however, that Lessee shall not be liable for any such Taxes (whether imposed by the United States of America or by any other domestic or foreign taxing authority) imposed on or measured by Lessor's net income or tax preference items. Lessee's

obligation includes, but is not limited to, the obligation to pay all license and registration fees and all sales, use, personal property and other taxes and governmental charges, together with any penalties, fines and interest thereon, that may be imposed during the Term of the applicable Schedule. Lessee is liable for these Taxes whether they are imposed upon Lessor, Lessee, the Equipment, this Agreement, the applicable Schedule or any Financing Agreement. If Lessee is required by law or administrative practice to make any report or return with respect to such Taxes, Lessee shall promptly advise Lessor thereof in writing and shall cooperate with Lessor to ensure that such reports are properly filed and accurately reflect Lessor's interest in the Equipment. Lessor has no obligation to contest any such Taxes, however Lessee may do so provided that: (a) Lessee does so in its own name and at its own expense; (b) the contest does not and will not result in any lien attaching to any Equipment or otherwise jeopardize Lessor's right to any Equipment; and (c) Lessee reimburses Lessor for all expenses (including legal fees and costs), including and losses that Lessor incurs as a result of any such contest.

10. **REPAIRS; USE; LOCATION; LABELS.** Lessee shall: (a) at its own expense, keep the Equipment in good repair, condition and working order and maintained in accordance with the manufacturer's recommended engineering and maintenance standards; (b) use the Equipment lawfully and exclusively in connection with its business operations and for the purpose for which the Equipment was designed and intended; and (c) without Lessor's prior written consent, not move the Equipment from the Equipment Location. If Lessor supplies Lessee with labels stating that the Equipment is owned by Lessor, Lessee shall affix such labels to the Equipment pursuant to Lessor's instructions.

11. **MAINTENANCE; INSPECTION; ALTERATIONS.** At its own expense, Lessee shall: (a) enter into and maintain a maintenance agreement for the Equipment with the manufacturer or other party acceptable to Lessor; (b) maintain the Equipment in the same condition as when delivered, subject only to ordinary wear and tear, and the good operating order and appearance; (c) make all alterations or additions to the Equipment that are required or requested by the Seller or legally necessary; and (d) make no other alterations or additions to the Equipment (except for alterations or additions that will not impair the value or performance of the Equipment and that are readily removable without damage to the Equipment). Any modifications, alterations or additions that Lessee makes to the Equipment (except as permitted by Section 11(c) above) shall become Lessee's property and shall also be deemed to be Equipment. Upon request, Lessor, or any party designated by Lessor, shall have the right to inspect the Equipment and Lessee's applicable maintenance agreement and records at any reasonable time.

12. **PERSONAL PROPERTY; LIENS AND ENCUMBRANCES; TITLE.** The Equipment shall at all times remain personal property, notwithstanding that the Equipment, or any part thereof, may be (or become) affixed or attached to real property or any improvements thereon. Except for the interest of Lessor, Lessee shall keep the Equipment free and clear of all liens, taxes and encumbrances of any nature whatsoever. Except as expressly set forth in this Agreement, the Equipment shall at all times remain the property of Lessor and Lessee shall have no right, title or interest therein.

13. **RISK OF LOSS.** As between Lessor and Lessee, Lessee shall bear the entire risk of loss, theft, destruction or damage to the Equipment from any cause whatsoever or regulation of the Equipment by any governmental entity or the taking of title to the Equipment by eminent domain or otherwise (collectively, Loss). Lessee shall advise Lessor in writing within 10 days of any such Loss. Except as provided below, no such Loss shall relieve Lessee of the obligation to pay Lessor Rental Payments and all other amounts owed hereunder. In the event of any such Loss, Lessor, at its option, may: (a) if the Loss has not materially impaired the Equipment (in Lessor's reasonable judgment), require Lessee, upon Lessor's demand, to place the Equipment in good condition and repair reasonably satisfactory to Lessor; or (b) if the Loss has materially impaired the Equipment (in Lessor's reasonable judgment), require Lessee, upon Lessor's demand, to pay Lessor its anticipated return (Lessor's Return), which shall consist of the following amounts: (i) the Rental Payments (and other amounts) then due and owing under the applicable Schedule; plus (ii) the Stipulated Loss Value (computed as described in the applicable Schedule) of the Equipment; plus (iii) all other amounts that become due and owing under the applicable Schedule, but only to the extent such amounts are not included in the monies paid to Lessor pursuant to clauses (a) and (b) above. Upon Lessor's full receipt of such Lessor's Return, (y) the applicable Schedule shall terminate, and except as provided in Section 25, Lessee shall be relieved of all obligations under the applicable Schedule; and (c) Lessor shall transfer all of its interest in the Equipment to Lessee "AS IS, WHERE IS," and without any warranty, express or implied from Lessor, either than the absence of any liens or claims by, through, or for Lessor.

14. **NON-CANCELLABLE NET LEASE. ALL LEASES HEREUNDER SHALL BE NON-CANCELLABLE NET LEASES, AND LESSEE AGREES THAT IT HAS AN UNCONDITIONAL OBLIGATION TO PAY ALL RENTAL PAYMENTS AND OTHER AMOUNTS WHEN DUE. LESSEE IS NOT ENTITLED TO ABATE OR REDUCE RENTAL PAYMENTS OR ANY OTHER AMOUNTS DUE, OR TO SET OFF ANY COUNTERCLAIMS, CROSS-CLAIMS, COUNTERCLAIMS OR ANY OTHER DEFENSES TO ANY RENTAL PAYMENTS OR OTHER AMOUNTS DUE HEREUNDER, WHETHER THOSE DEFENSES ARISE OUT OF CLAIMS BY LESSEE AGAINST LESSOR, SELLER, THIS AGREEMENT, ANY SCHEDULE OR OTHERWISE. NEITHER DEFECTS IN EQUIPMENT, DAMAGE TO IT, NOR ITS LOSS, DESTRUCTION OR LATE DELIVERY SHALL TERMINATE THIS AGREEMENT OR ANY SCHEDULE, OR AFFECT LESSEE'S OBLIGATIONS HEREUNDER, UNLESS LESSEE'S OBLIGATION TO PAY RENTAL PAYMENTS AND OTHER AMOUNTS HAS BEEN TERMINATED PURSUANT TO THE EXPRESS TERMS OF THIS AGREEMENT. ALL RENTAL PAYMENTS AND OTHER AMOUNTS SHALL CONTINUE TO BE DUE AND PAYABLE HEREUNDER.**

15. **LESSOR DISCLAIMS LIMITATION OF REMEDIES. IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT: (A) LESSOR SHALL NOT BE DEEMED TO HAVE MADE ANY REPRESENTATION, WARRANTY OR PROMISE MADE BY SELLER, NEITHER SELLER NOR LESSOR SHALL ACT AS, OR BE DEEMED TO BE, AN AGENT OF THE OTHER, AND LESSOR SHALL NOT BE BOUND BY, OR LIABLE FOR, ANY REPRESENTATION OR PROMISE MADE BY SELLER, EVEN IF LESSOR IS AFFILIATED WITH SELLER. LESSOR SHALL NOT BE LIABLE FOR ANY FAILURE OF ANY EQUIPMENT OR ANY DELAY IN ITS DELIVERY OR INSTALLATION; (C) LESSOR SHALL NOT BE LIABLE FOR ANY BREACH OF ANY WARRANTY THAT SELLER MAY HAVE MADE; (D) LESSEE HAS SELECTED ALL EQUIPMENT WITHOUT LESSOR'S ASSISTANCE; (E) LESSOR IS NOT A MANUFACTURER OF ANY EQUIPMENT; AND (F) LESSOR HAS NOT MADE AND DOES NOT NOW MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE DESIGN, COMPLIANCE WITH SPECIFICATIONS, OPERATION, OR CONDITION OF ANY EQUIPMENT OR ANY PART THEREOF. THE MERCHANTABILITY OR FITNESS OF EQUIPMENT FOR A PARTICULAR PURPOSE, OR ISSUES REGARDING PATENT INFRINGEMENT, TITLE AND THE LIKE, SHALL BE AGREED TO BY LESSOR, AND LESSOR SHALL HAVE NO LIABILITY TO LESSEE, LESSEE'S CUSTOMERS, OR ANY THIRD PARTIES FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR ANY SCHEDULE OR CONCERNING ANY EQUIPMENT, OR FOR ANY DAMAGES BASED ON STRICT OR ABSOLUTE LIABILITY, OR LESSOR'S NEGLIGENCE, PROVIDED, HOWEVER, THAT NOTHING IN THIS AGREEMENT SHALL DEPRIVE LESSEE OF ANY RIGHTS IT MAY HAVE AGAINST ANY PERSON OTHER THAN LESSOR. LESSEE SHALL LOOK SOLELY TO SELLER FOR ANY AND ALL CLAIMS AND WARRANTIES RELATING TO THE EQUIPMENT. Lessor hereby assigns to Lessee for the Term of the applicable Schedule the right to enforce, provided no Event of Default then exists under this Agreement, and such enforcement is pursued in Lessee's name, any representations, warranties**

and agreements made by Seller pursuant to the Purchase Documents, and Lessee may not rely on any recovery resulting from any such enforcement efforts. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC AND ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE THAT MAY LIMIT OR AFFECT LESSOR'S RIGHTS AS DESCRIBED IN THIS SECTION OR OTHER SECTIONS OF THIS AGREEMENT.

19. **LESSOR'S WARRANTIES.** Lessee represents, warrants and covenants to Lessor that: (a) unless it is an individual, Lessee is duly organized, validly existing and in good standing under applicable law; (b) Lessee has the power and authority to enter into this Agreement, all Schedules and all other related instruments or documents hereunder (collectively, "Fundamental Agreements"); (c) such Fundamental Agreements are enforceable against Lessee in accordance with their terms and do not violate or create a default under any instrument or agreement binding on Lessee; (d) there are no pending or threatened actions or proceedings before any court or administrative agency that could have a material adverse effect on Lessee or any Fundamental Agreement; unless such actions are disclosed to Lessor and consented to in writing by Lessor; (e) Lessee shall comply in all material respects with all Federal, state and municipal laws and regulations the violation of which could have a material adverse effect upon the Equipment or Lessee's performance of its obligations under any Fundamental Agreement; (f) Lessee shall obtain all governmental approvals necessary for it to enter into and perform such Fundamental Agreements; (g) each Fundamental Agreement shall be enforceable against all creditors of Lessee under applicable law, including fraudulent conveyance and bulk transfer laws, and shall raise no presumption of fraud; (h) financial statements and other related information furnished by Lessee shall be prepared in accordance with generally accepted accounting principles and shall provide Lessee's financial position as of the dates given on such statements; (i) Lessee shall furnish Lessor with its certified financial statements, opinions of counsel, resolutions, and such other information and documents as Lessor may reasonably request; (j) **ALL EQUIPMENT IS LEASED FOR BUSINESS PURPOSES ONLY, AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES;** and (k) all Equipment is tangible personal property and shall not become a fixture or real property in Lessee's use thereof. Lessee shall be deemed to have reaffirmed the foregoing warranties each time it executes any Fundamental Agreement.

17. **GENERAL INDEMNITY.** Lessee shall indemnify, hold harmless, and, if so requested by Lessor, defend Lessor against all claims (Claims) directly or indirectly arising out of or connected with the Equipment or any Fundamental Agreement. Claim refers to all losses, liabilities, damages, penalties, expenses (including legal fees and costs), claims, actions, and suits, whether based on a theory of strict liability of Lessor or otherwise, and includes, but is not limited to, matters regarding: (a) the selection, manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, maintenance, use, condition, return or condition of the Equipment; (b) any latent defects or other defects in any Equipment, whether or not discoverable by Lessor or by Lessee; (c) any patent, trademark or copyright infringement; and (d) the condition of any Equipment existing or existing during Lessee's use.

18. **SURRENDER; EXTENSION OF TERM.** Unless Lessee purchases the Equipment or renounces the Term pursuant to the applicable Schedule, or exercises the Equipment pursuant to Section 13 hereof, Lessee shall, at its expense, diligently inspect, test and properly pack the Equipment at the expiration of the Term, free of all liens and claims of others, by delivering it on board such common carrier as Lessor may specify with freight prepaid to any destination within the United States of America specified by Lessor. If Lessor and Lessee agree that Lessee shall have the right to enter, upon any premises where Equipment may be located to perform any of Lessee's tasks noted above in this Section 18, and Lessee shall reimburse Lessor for all costs and expenses Lessor incurs in fulfilling such tasks. Lessee agrees that the Equipment, when returned to Lessor, shall be in the same condition as when delivered to Lessee, reasonable wear and tear excepted, and certified as being eligible for Seller's or the manufacturer's generally available maintenance contract at then prevailing rates, without Lessor incurring any expense to repair, rehabilitate or certify such Equipment (Lessee shall be liable for all costs and expenses Lessor incurs to place the Equipment in such condition). If, in respect to the Equipment, the equipment is returned to Lessor on a reasonable period, during which period the Equipment shall be subject to all of the terms and conditions hereof, except for the obligation to make Rental Payments. In all instances where Lessee is returning Equipment to Lessor, Lessee shall give Lessor written notice thereof in accordance with the terms of the applicable Schedule. If Lessee fails to provide the aforementioned notice or return the Equipment to Lessor in the time and manner provided above, the Term shall be extended in accordance with the terms of the applicable Schedule. If any Schedule is extended pursuant to the preceding sentence, Lessee shall continue to pay the higher of the periodic Rental Payments in effect prior to the expiration of the then existing term of the applicable Schedule, whether or not the Term or any Renewal Term (Applicable Term) or such other periodic rental payment amount as is specified for such extension period in the Schedule, and all other provisions of this Agreement shall continue to apply.

19. **EVENTS OF DEFAULT.** Any of the following shall constitute an Event of Default under this Agreement and Lessee shall be liable to pay any Rental Payment or any other amount payable to Lessor hereunder within 10 days after its due date: (a) Lessee fails to perform or observe any other representation, warranty, covenant, condition or agreement to be performed or observed by Lessee hereunder or in any other agreement with Lessor, or in any agreement with any other person that in Lessee's sole opinion is a material part of the agreement; (b) Lessee fails to cure any such breach within 10 days after notice thereof; or (c) any representation or warranty made by Lessee hereunder, or in any other instrument provided to Lessor by Lessee, proves to be incorrect in any material respect when made; or (d) Lessee makes an assignment for the benefit of creditors, whether voluntary or involuntary; or (e) a proceeding under any bankruptcy, reorganization, arrangement of debts, insolvency or insolvency law is filed by or against Lessee or Lessee takes any action to authorize any of the foregoing matters; or (f) Lessee becomes involved or fails generally to pay its debts as they become due, the Equipment is levied against, seized or attached, or Lessee seeks to effectuate a bulk sale of Lessee's inventory or assets; or (g) Lessee is voluntarily or involuntarily dissolved or liquidated or is terminated; or (h) any guarantor under this Agreement is the subject of an event listed in clauses (a) through (g) above; or (i) any letter of credit required pursuant to any Schedule is breached, cancelled, terminated or not renewed during the Term of any such Schedule.

20. **REMEDIES.** In the Event of Default occurs, Lessor may, in its sole discretion, exercise one or more of the following remedies: (a) terminate this Agreement or any of its Schedules; or (b) take possession of, or render unusable, any Equipment whenever the Equipment may be located, without demand or notice, without any court order or other process of law and without liability to Lessee for any damages occasioned by such action, and no such action shall constitute a termination of any Schedule; or (c) require Lessee to deliver the Equipment at a location designated by Lessor; or (d) declare the Lessor's Return (as defined in Section 13 hereof and calculated by Lessor as of the date of the Event of Default) for each applicable Schedule due and payable as liquidated damages for loss of a bargain and not as a penalty and in lieu of any Rental Payments under the applicable Schedule; or (e) proceed by court action to enforce performance by Lessee of any Schedule and/or to recover all damages and expenses incurred by Lessor by reason of any Event of Default; or (f) terminate any other agreement that Lessor may have with Lessee; or (g) exercise any other right or remedy available to Lessor at law or in equity. Also, Lessee shall pay Lessor all legal fees and expenses (including legal fees and costs and fees of collection agencies) incurred by Lessor in enforcing any of the terms, conditions or provisions of this Agreement. Upon repossession or surrender of any Equipment, Lessor shall lease, sell or otherwise dispose of the Equipment in a commercially reasonable manner, with or without notice and at public or private sale and apply the net proceeds thereof (after payment of all expenses (including legal fees and costs) incurred in connection therewith) to the amounts owed to Lessor hereunder; provided, however, that Lessee shall remain liable to Lessor for any deficiency that remains after any sale or lease of such Equipment. Lessee agrees that with respect to any notice of a sale required by law to be given, 10 days' notice shall constitute constructive notice. These remedies are cumulative and Lessee shall not be limited to any one or more of them or to any other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

21. **LESSOR'S PERFORMANCE OF LESSEE'S OBLIGATIONS.** If Lessee fails to perform any of its obligations hereunder, Lessor may perform any act or make any payment that Lessor deems reasonably necessary for the maintenance and preservation of the Equipment and Lessor's interests therein; provided, however, that the performance of any act or payment by Lessor shall not be deemed a waiver of, or release Lessee from, the obligation to issue. All sums so paid by Lessor, together with expenses (including legal fees and costs) incurred by Lessor in connection therewith, shall be paid to Lessor by Lessee immediately upon demand.

22. **FINANCING OF ADDITIONS.** If, under any Schedule, Lessee intends to make any addition to the Equipment, Lessee shall, in writing, request Lessor to finance the costs of such addition. Lessee shall provide Lessor with the terms under which it hopes to obtain the financing, and upon receiving such a request Lessor shall determine, in its sole discretion, whether to provide such financing. If Lessor does not, within 30 days after receiving Lessee's request, offer to finance the addition upon the terms requested by Lessee, Lessee may obtain offers from third parties for financing the addition, and Lessee shall notify Lessor of the details of any third party financing offer Lessee would like to accept (Third Party Offer). If Lessor has not made a financing offer to Lessee on terms substantially similar to the Third Party Offer within 30 days of receiving Lessee's notice, Lessee may accept the Third Party Offer unless: (a) the aggregate cost to Lessee of obtaining financing from the Third Party Offer is greater than the aggregate cost under Lessor's financing offer; (b) the Third Party Offer would create a security interest in, or a lien on, the Equipment; or (c) the addition is not permitted under Section 11(c) hereof.

23. **ASSIGNMENT BY LESSOR.** Lessor shall have the unqualified right to assign, pledge, transfer, mortgage or otherwise convey any of its interests hereunder or in any Schedule or any Equipment, in whole or in part, without notice to, or consent of, Lessee. If any Schedule is assigned, Lessee shall: (a) unless otherwise specified by the Lessor and the assignee (Assignee) specified by Lessor, pay all amounts due under the applicable Schedule to such Assignee, notwithstanding any defense, setoff or counterclaim whatsoever that Lessee may have against Lessor or Assignee; (b) not permit the applicable Schedule to be amended or the terms thereof waived without the prior written consent of the Assignee; (c) not require the Assignee to perform any obligations of Lessor, other than those that are expressly assumed in writing by such Assignee; and (d) execute such acknowledgments thereto as may be requested by Lessor. It is further agreed that: (x) each Assignee shall be entitled to all of Lessor's rights, powers and privileges under the applicable Schedule, to the extent assigned; (y) any Assignee may transfer its rights and obligations under the applicable Schedule to the same force and effect as the assignment described herein; and (z) any payments received by the Assignee from Lessee with respect to the assigned portion of the Schedule shall, to the extent thereof, discharge the obligations of Lessee to Lessor with respect to the assigned portion of the Schedule. **LESSEE ACKNOWLEDGES THAT ANY ASSIGNMENT OR TRANSFER BY LESSOR OR ANY ASSIGNMENT SHALL NOT MATERIALLY CHANGE LESSEE'S OBLIGATIONS UNDER THE ASSIGNED SCHEDULE.**

24. **ASSIGNMENT OR SUBLEASE BY LESSEE.** WITHOUT LESSOR'S PRIOR WRITTEN CONSENT, LESSEE SHALL NOT ASSIGN THIS AGREEMENT OR ANY SCHEDULE OR ASSIGN ITS RIGHTS IN OR SUBLET THE EQUIPMENT OR ANY INTEREST THEREIN; provided, however, that Lessee may sublease or assign a Schedule to an affiliate of Lessee, or a wholly owned subsidiary of Lessee if: (a) Lessee or such sublessee or assignee executes and delivers to Lessor a writing to be provided by Lessor whereby the sublessee or assignee agrees to assume joint and several liability with Lessee for the full and prompt payment, observance and performance when due of all of the obligations of the Lessee under such Schedule; and (b) Lessor consents to such sublease or assignment, which consent shall not be unreasonably withheld. In no event, however, shall any such sublease or assignment discharge or diminish any of Lessee's obligations to Lessor under such Schedule.

25. **SURVIVAL; QUIET ENJOYMENT.** All representations, warranties and covenants made by Lessee hereunder shall survive the termination of this Agreement and shall remain in full force and effect. All of Lessor's rights, privileges and indemnities, to the extent they are fairly attributable to events or conditions occurring or ending on or prior to the termination of this Agreement, shall survive such termination and be enforceable by Lessor and any successors and assigns. So long as no Event of Default exists, and no event has occurred and is continuing that with notice or the lapse of time or both would constitute an Event of Default, neither Lessor nor any Assignee will interfere with Lessee's quiet enjoyment of the Equipment.

26. **FEES; FURTHER ASSURANCES; NOTICES.** Lessee will promptly reimburse Lessor for any filing or recordation fees or expenses (including but not limited to, legal fees and costs) incurred by Lessor in perfecting or protecting its interests in the Equipment and under this Agreement. Lessee shall promptly execute and deliver to Lessor such documents and take such further action as Lessor may from time to time reasonably request in order to carry out the intent and purposes of this Agreement and to protect the rights and remedies of Lessor created or intended to be created hereunder. All notices under this Agreement shall be sent to the respective party at its address set forth on the front page of this Agreement or on the applicable Schedule or at such other address as the parties may provide to each other in writing from time to time. Any such notice mailed to said address shall be effective when deposited in the United States mail, duly addressed and with first class postage prepaid.

27. **WAIVER OF JURY TRIAL; SUCCESSORS.** LESSEE AND LESSOR EACH IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR ANY OTHER LITIGATION OR PROCEEDING, ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY OTHER FUNDAMENTAL AGREEMENT, OR THE DEALINGS OR RELATIONSHIP BETWEEN OR AMONG LESSOR, LESSEE, SELLER OR ANY OTHER PERSON. This Agreement and all Schedules inure to the benefit of and are binding upon the permitted successors or assigns of Lessor and Lessee.

28. **NO WAIVER; LESSOR APPROVAL.** Any failure of Lessor to require strict performance by Lessee, or any written waiver by Lessor of any provision hereof, shall not constitute a consent or waiver of any other breach of the same or any other provision hereof. Neither this Agreement nor any other Fundamental Agreement shall be binding upon Lessor unless and until executed by Lessor.

29. **CAPTIONS; COUNTERPARTS; LESSOR'S AFFILIATES.** The captions contained in this Agreement are for convenience only and shall not affect the interpretation of this Agreement. Only one counterpart of the Schedule shall be marked as "Original" (Original), and all other counterparts thereof shall be marked as, and shall be, duplicates. To the extent that any Schedule constitutes chattel paper (as such term is defined in the Uniform Commercial Code in effect in any applicable jurisdiction), no security interest in such Schedule may be created through the transfer or possession of any counterpart other than the Original. Lessee understands and agrees that AT&T Capital Corporation or any affiliate or subsidiary thereof may, as lessor, execute this Agreement, in which event the terms and conditions of the applicable Schedule and this Agreement as it relates to the lessor under such Schedule shall be binding upon and shall inure to the benefit of such entity executing such Schedule as lessor, as well as any successors or assigns of such entity.

30. **CHOICE OF LAW; INTEGRATION; ENTIRE AGREEMENT.** EACH LEASE UNDER THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS (AS OPPOSED TO CONFLICTS OF LAW PROVISIONS) OF THE STATE OF NEW JERSEY (STATE). If any provision of this Agreement or such Schedule shall be prohibited by or invalid under that law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement or such Schedule. Lessor and Lessee consent to the jurisdiction of any local, state or Federal court located within the State, and waive any objection relating to improper venue or forum non conveniens to the conduct of any proceeding in any such court. This Agreement and all other Fundamental Agreements executed by both Lessor and Lessee constitute the entire agreement between Lessor and Lessee relating to the leasing of the Equipment, and supersede all prior agreements relating thereto, whether written or oral, and may not be amended or modified except in a writing signed by the parties hereto.

BBN CORP.
By: X Ralph A. Goldwasser
Lessee Authorized Signature
Ralph A. Goldwasser, SUP/CFO
Print Name & Title
12/28/95
Date

S.T. AT&T CREDIT CORPORATION
By: X G.A. Gurnow
Lessor Authorized Signature
G.A. Gurnow
Print Name & Title
12/29/95
Date



Master Equipment Lease Agreement Schedule

 MELAI
 00068
 (09-94)

| | | | |
|---|-------------------------|---|--|
| LESSEE: BBN CORP. | | LESSOR: AT&T Credit Corporation | |
| Address 150 CAMBRIDGE PARK DRIVE | | 2 Gatehall Drive, Parsippany, NJ 07054 | |
| City / State / Zip CAMBRIDGE, MA 02140 | Lease Number E212580 | Schedule Number 00170 | |
| SELLER: LUCENT TECHNOLOGIES INC | | Total Price Including Installation/One-Time Charges | |

Description of Items to be Leased (the Equipment)

If the yield of the 3.00 year Treasury Note trading closest to par as stated in The Wall Street Journal on the Commencement Date is different by an amount greater than 25 basis points from the yield of 5.97%, the rate will be adjusted upward or downward in an amount equal to the difference between the two yields and the amount of the periodic payments will be adjusted accordingly. However, if the change in the amount of the periodic payment that would result from such rate adjustment would be no greater than \$ 5.00 per payment period, no adjustment shall be made.

Equipment subject hereto shall include the Lucent/AT&T Definity Communications System G3sl V5 and all other items of equipment, and all attachments, alterations, and additions thereto, and all parts thereto, and a right to use license for any software related thereto and related documentation, set forth in the attached copy(s) of the equipment order(s) between the Lessee and the Seller or Supplier, consisting of 6 page(s), and all amendments or supplements to such equipment order(s) as reflected in the invoice(s) of the Seller or Supplier.

| | | |
|---|---|--|
| Option A Lessee selects a fair market value purchase option and a fair rental value renewal option. | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | Total This Page \$ 0.00 |
| Option B Lessee selects (i) a fixed price purchase option of either \$ _____ or _____ % of the Total Purchase Price, and (ii) a fixed price renewal option of _____ % of the periodic Rental Payment. | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | Sub Total(s) from Attached (6) Additional Pages \$ 400,432.97 |
| THE TERMS AND CONDITIONS OF THE FOREGOING OPTIONS AND OTHER IMPORTANT PROVISIONS ARE SET FORTH ON THE BACK OF THIS SCHEDULE. | | Total Purchase Price (Sum of total prices including installation/one-time charges) \$ 400,432.97 |
| Equipment Location 9780 PATUXENT WOODS DRIVE COLUMBIA, MD 21046 | | Advance Rent \$ 6,755.30 |
| | | Rental Payment \$ 6,755.30 |
| | | Rental Payment Period Monthly |
| | | Latest Commencement Date 05/30/97 |
| | | Length of Initial Term 60 months |

THIS SCHEDULE SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER EQUIPMENT LEASE AGREEMENT REFERENCED BY THE LEASE NUMBER SPECIFIED ABOVE (AGREEMENT) BY AND BETWEEN LESSEE, AS LESSEE, AND LESSOR OR AT&T CAPITAL CORPORATION OR ANY AFFILIATE OR SUBSIDIARY THEREOF, AS LESSOR, AND BY THE TERMS AND CONDITIONS SET FORTH ON THE FRONT AND BACK OF THIS SCHEDULE. PURSUANT TO SUCH TERMS AND CONDITIONS (WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS), LESSEE AGREES TO LEASE FROM LESSOR (AS SPECIFIED BELOW) AND LESSOR AGREES TO LEASE TO LESSEE THE ABOVE REFERENCED EQUIPMENT. IT IS UNDERSTOOD AND AGREED THAT THE TERMS AND CONDITIONS OF THIS SCHEDULE MAY BE DIFFERENT FROM THE TERMS AND CONDITIONS OF PRIOR SCHEDULES AND THAT ANY ASSIGNMENT OR TRANSFER PURSUANT TO SECTION 23 OF THE AGREEMENT BY LESSOR OR ANY ASSIGNEE SHALL NOT MATERIALLY CHANGE LESSEE'S OBLIGATIONS HEREUNDER. LESSEE REPRESENTS AND WARRANTS THAT IT SHALL LOOK ONLY TO THE SELLER FOR ANY AND ALL CLAIMS AND WARRANTIES RELATING TO THE EQUIPMENT AND THAT IT EITHER HAS REVIEWED, APPROVED AND RECEIVED A COPY OF THE APPLICABLE PURCHASE DOCUMENTS OR HAS BEEN INFORMED BY LESSOR THAT IT MAY HAVE RIGHTS UNDER THE PURCHASE DOCUMENTS AND MAY CONTACT SELLER FOR A DESCRIPTION OF SUCH RIGHTS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON LESSEE BY ARTICLE 2A OF THE UCC AND ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY THE LESSOR'S RIGHTS AS DESCRIBED IN THE AGREEMENT, THIS SCHEDULE OR ANY OTHER FUNDAMENTAL AGREEMENT (AS DEFINED IN THE AGREEMENT).

BBN CORP.

Lessee

Lessee Authorized Signature

Print Name and Title

Date

AT&T CREDIT CORPORATION

By:

Lessor Authorized Signature

Print Name and Title

Date

ORIGINAL

The terms and conditions set forth below shall apply to Option A and B on the front of this Schedule; provided, however, that Lessee may select only one of the two aforementioned options. If Lessee selects Option A, the Tax Indemnity provision set forth below (Section 4) shall apply to this Schedule. If no selection is indicated on the front of this Schedule, Lessee shall be deemed to have selected Option A.

Capitalized terms used in this Schedule that are not otherwise defined herein shall have the meanings ascribed to them in the Master Equipment Lease Agreement (Agreement) identified by the Lease Number specified on the front of this Schedule. References in this Schedule to Total Purchase Price and Rental Payment shall mean the estimates thereof specified on the front of this Schedule, as adjusted pursuant to Section 7 of the Agreement. With respect to the Equipment described on the front of this Schedule, the terms and conditions of this Schedule shall prevail over any conflicting or inconsistent terms and conditions in the Agreement and/or any amendments thereto entered into prior to the execution of this Schedule.

1. OPTION A—FAIR MARKET VALUE PURCHASE AND RENEWAL OPTIONS. (a) If Option A has been selected, no Event of Default exists, no event has occurred and is continuing that with notice or the lapse of time or both would constitute an Event of Default, and Lessee delivers to Lessor an irrevocable written election notice at least 90 days prior to the expiration of the Applicable Term (as defined in Section 3 below). Lessee shall have the following purchase and renewal options: (i) Lessee may purchase all (but not less than all) of the Equipment at the end of the Applicable Term at Fair Market Value (as defined below); or (ii) Lessee may renew this Schedule for a Renewal Term of not less than 12 months to be agreed upon by Lessor and Lessee at Fair Rental Value (as defined below); provided, however, that the foregoing renewal option may not be exercised if Lessor reasonably determines that there has been a material adverse change in Lessee's business or financial condition since the Commencement Date. If Lessee decides not to purchase the Equipment or renew this Schedule at the end of the Applicable Term, it shall provide Lessor with irrevocable written notice thereof at least 90 days prior to the expiration of the Applicable Term and return the Equipment to Lessor in accordance with Section 18 of the Agreement.

(b) If Lessee elects to purchase the Equipment, Lessee shall pay Lessor the Fair Market Value at least 45 days prior to the expiration of the Applicable Term and shall make all other payments required hereunder during the remaining Term of this Schedule. If Lessee elects to renew this Schedule, Lessee and Lessor shall enter into a supplement to this Schedule to confirm the applicable Fair Rental Value and the length of the applicable Renewal Term. Throughout the Renewal Term, Lessee shall pay Lessor the Fair Rental Value on the same date each period that the Rental Payment was due during the Initial Term.

(c) If Lessee fails to: (i) provide Lessor with the 90 day notice required above; or (ii) pay Lessor the Fair Market Value as specified above; or (iii) return the Equipment to Lessor in accordance with Section 18 of the Agreement, the Applicable Term shall be extended for successive 90 day periods until Lessee returns the Equipment to Lessor in accordance with Section 18 of the Agreement or Lessor terminates this Schedule by 10 days' written notice to Lessee. If this Schedule is extended pursuant to the preceding sentence, Lessee shall continue to pay Lessor the periodic Rental Payments in effect prior to the expiration of the Applicable Term and all other provisions of the Agreement and this Schedule (including Lessee's purchase and renewal options) shall continue to apply.

(d) Fair Rental Value and Fair Market Value for the Equipment shall be determined by agreement of Lessor and Lessee, or, at Lessee's sole expense, by an independent appraiser selected by Lessor. Fair Rental Value means the periodic amount that would be payable for the Equipment in an arm's length transaction between an informed and willing lessee and an informed and willing lessor, neither under compulsion to lease. Fair Market Value means the total price that would be paid for the Equipment in an arm's length transaction between an informed and willing buyer (other than a used equipment dealer) under no compulsion to buy and an informed and willing seller under no compulsion to sell. In determining Fair Rental Value or Fair Market Value, the costs of removing the Equipment from the Equipment Location and moving it to a new location shall not be deducted from its value.

(e) If Lessee elects to purchase the Equipment and has completely fulfilled the terms and conditions of the Agreement and this Section 1, then on the last day of the Applicable Term: (i) this Schedule shall terminate and, except as provided in Section 25 of the Agreement, Lessee shall be relieved of all obligations under this Schedule; and (ii) Lessor shall transfer all of its interest in the Equipment to Lessee "AS IS, WHERE IS," and without any warranty, express or implied from Lessor, other than the absence of any liens or claims by, through, or under Lessor.

2. OPTION B—FIXED PRICE PURCHASE AND RENEWAL OPTIONS. (a) If Option B has been selected, no Event of Default exists, no event has occurred and is continuing that with notice or the lapse of time or both would constitute an Event of Default, and Lessee delivers to Lessor an irrevocable written election notice at least 90 days prior to the expiration of the Applicable Term (as defined in Section 3 below). Lessee shall have the following fixed price purchase and renewal options: (i) Lessee may purchase all (but not less than all) of the Equipment at the end of the Applicable Term for the amount specified in Option B on the front of this Schedule (Sale Price); or (ii) Lessee may renew this Schedule for a Renewal Term of not less than 12 months at the periodic Rental Payment amount specified in Option B on the front of this Schedule or, if no such amount is specified, at Fair Rental Value (Renewal Rental Payment); provided, however, that the foregoing renewal option may not be exercised if Lessor reasonably determines that there has been a material adverse change in Lessee's business or financial condition since the Commencement Date. If Lessee decides not to purchase the Equipment or renew this Schedule at the end of the Applicable Term, it shall provide Lessor with irrevocable written notice thereof at least 90 days prior to the expiration of the Applicable Term and return the Equipment to Lessor in accordance with Section 18 of the Agreement.

(b) If Lessee elects to purchase the Equipment, Lessee shall pay Lessor the Sale Price at least 45 days prior to the expiration of the Applicable Term and shall make all other payments required hereunder during the remaining Term of this Schedule. If Lessee elects to renew this Schedule, Lessee and Lessor shall enter into a supplement to this Schedule to confirm the length of the applicable Renewal Term. Throughout the Renewal Term, Lessee shall pay Lessor the Renewal Rental Payment on the same date each period that the Rental Payment was due during the Initial Term.

(c) If Lessee fails to: (i) provide Lessor with the 90 day notice required above; or (ii) pay Lessor the Sale Price as specified above; or (iii) return the Equipment to Lessor in accordance with Section 18 of the Agreement, the Applicable Term shall be extended for successive 90 day periods until Lessee returns the Equipment to Lessor in accordance with Section 18 of the Agreement or Lessor terminates this Schedule by 10 days' written notice to Lessee. If this Schedule is extended pursuant to the preceding sentence, Lessee shall continue to pay Lessor the periodic Rental Payments in effect prior to the expiration of the Applicable Term and all other provisions of the Agreement and this Schedule (including Lessee's purchase and renewal options) shall continue to apply.

(d) If Lessee elects to purchase the Equipment and has completely fulfilled the terms and conditions of the Agreement and this Section 2, then on the last day of the Applicable Term: (i) this Schedule shall terminate and, except as provided in Section 25 of the Agreement, Lessee shall be relieved of all obligations under this Schedule; and (ii) Lessor shall transfer all of its interest in the Equipment to Lessee "AS IS, WHERE IS," and without any warranty, express or implied from Lessor, other than the absence of any liens or claims by, through, or under Lessor.

3. LESSOR'S RETURN. (a) *Stipulated Loss Value.* If Section 13 of the Agreement provides that Stipulated Loss Value is a component of Lessor's Return, for purposes of this Schedule the Stipulated Loss Value of the Equipment shall equal the sum of (i) an amount calculated by Lessor that is the present value (discounted at 5% per annum compounded monthly) of all Rental Payments from the date of the Loss or Event of Default in question to the originally anticipated date of expiration of the then existing term of this Schedule (whether it be the Initial Term or any Renewal Term (Applicable Term)); plus (ii) if Option A of this Schedule has been selected, the present value (computed as described above and calculated by Lessor as of the date of the Loss or Event of Default in question) of the casualty value (determined as set forth below) of the Equipment; plus (iii) if Option B of this Schedule has been selected, the present value (computed as described above and calculated by Lessor as of the date of the Loss or Event of Default in question) of the purchase option amount set forth on the front of this Schedule. The casualty value of the Equipment shall be determined by multiplying the applicable Casualty Percentage (as specified below) by the Total Purchase Price.

(b) *Casualty Percentage.* For purposes of this Schedule the applicable Casualty Percentage shall be (unless otherwise specified, on the front of this Schedule) 65% for a Term of less than 36 months; 60% for a Term of 36 months or greater, but less than 48 months; 40% for a Term of 48 months or greater, but less than 60 months; 30% for a Term of 60 months or greater, but less than 72 months; and 20% for a Term of 72 months or greater.

4. TAX INDEMNITY. (a) If Option A has been selected, Lessor intends to take accelerated cost recovery deductions (Recovery Deductions) under sections 167(a) and 168(b) (1) of the Internal Revenue Code of 1986, as amended (Code), and accelerated depreciation deductions under applicable state law (Depreciation Deductions). Accordingly, Lessee makes the following representations, warranties and covenants: (i) at the time Lessee accepts the Equipment pursuant to Section 3 of the Agreement, the Equipment will have been "placed in service" within the meaning of sections 167 and 168 of the Code; (ii) the Total Purchase Price shall qualify for Recovery Deductions and Depreciation Deductions (with the exception of any items that are excluded by specific language on the front of this Schedule and any increase in the Total Purchase Price that is attributable to any accrued interest under a Financing Agreement); (iii) neither Lessee, any of its affiliates, nor any of its successors, subsidiaries or assigns was, is, or will become a tax-exempt entity described in section 1361 (h) (2) of the Code at any time during the Term of this Schedule or the five years preceding the Commencement Date; and (iv) at no time during the Term of this Schedule will Lessee (or any of its successors, subsidiaries or assigns) take any action or fail to take any action (whether or not such act or omission is otherwise required by the Agreement) that results in a loss, reduction, deferral, recapture or other unavailability to Lessor of any part of the Recovery Deductions or Depreciation Deductions. If, because of a breach of this Section 4(a), Recovery Deductions or Depreciation Deductions are lost, reduced, deferred, recaptured or otherwise made unavailable to Lessor (Tax Loss), Lessee shall, upon demand by Lessor, promptly pay damages to Lessor. The amount of such damages shall be the amount necessary to provide Lessor with a Net Economic Return (as defined in Section 4(b) below) equal to the Net Economic Return that Lessor would have realized if it had not suffered a Tax Loss. A Loss or damage to the Equipment will constitute a breach of this Section 4(a) if it does not result in the payment of the Lessor's Return described in Section 13 of the Agreement.

(b) The amount of each periodic Rental Payment remaining to be paid during the Applicable Term (as previously adjusted pursuant to this Section 4(b)) shall be adjusted, upwards or downwards, if changes are made to the Code (including changes in the corporate income tax rates) or any regulations promulgated thereunder that affect the federal income tax consequences to Lessor that were contemplated by Lessor when it determined the amount of the periodic Rental Payment then in effect (Tax Law Change). The net effect of any adjustment under this Section 4(b) shall be to provide Lessor a Net Economic Return equal to the Net Economic Return that Lessor would have realized if no Tax Law Change had occurred.

(c) Any damages required by Section 4(a) above and any adjustment required by Section 4(b) above shall be in the amount necessary to provide Lessor a net after-tax yield, net after-tax cash flow and net after-tax book earnings (Net Economic Return) equal to the Net Economic Return Lessor would have realized with respect to the transaction contemplated by this Schedule if a Tax Loss or Tax Law Change (as applicable) had not occurred, assuming Lessee would fulfill all of its obligations hereunder, and shall be based upon the same assumptions and pricing analysis used by Lessor in determining the amount of the periodic Rental Payment then in effect, except to the extent such assumptions are affected by the Tax Loss or Tax Law Change (as applicable) at issue. Without limiting the generality of the foregoing, it shall be irrebuttably presumed that all income of Lessor for any year is subject to tax at the highest then applicable federal income tax rate generally applicable to corporations and that Lessor has sufficient taxable income to offset all deductions arising hereunder.

(d) With respect to any damages or adjustments calculated by Lessor as set forth above (Calculation Amount), at the request and expense of Lessee, Lessor shall submit the assumptions and calculations underlying any such Calculation Amount to Lessor's independent certified public accountants for verification of the maintenance of Lessor's Net Economic Return. Such accountants' determination that the Calculation Amount does or does not maintain Lessor's Net Economic Return (and, in the case of the latter, such accountants' determination of the adjusted amount that would so maintain such Net Economic Return) shall be binding upon Lessor and Lessee. Lessee agrees that any information provided to such accountants by Lessor constitutes private, proprietary and confidential property of Lessor and that no person other than Lessor and such accountants shall be entitled access thereto.

5. SECURITY INTEREST. If Option A has been selected, Lessor and Lessee intend the transaction described in this Schedule to be a true lease, and Lessee hereby authorizes Lessor to file a financing statement to give public notice of Lessor's ownership of the Equipment. If such transaction is deemed by a court of competent jurisdiction to be a lease intended for security or if Option B has been selected, to secure payment and performance of Lessee's obligations under the Agreement and the Schedule, Lessee grants Lessor and its assigns a purchase money security interest in the Equipment and in all attachments, accessories, additions, substitutions, products, replacements, rentals and proceeds (including insurance proceeds) therefrom as well as a security interest in any other equipment financed pursuant to the Agreement or any other agreement between Lessor and Lessee (collectively, Collateral). Lessee shall execute and timely deliver to Lessor financing statements or any other documents Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. Lessor or Lessor's agent may file as a financing statement any lease document (or copy thereof, where permitted by law) Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. If Lessee fails to execute any such document, Lessor or Lessor's agent is hereby authorized to file any of the foregoing signed only by Lessor or Lessor's agent.

6. LEASING ADDITIONAL EQUIPMENT. Lessee may request Lessor to finance the costs of any additional equipment by sending Lessor a purchase order or by contacting Lessor or the Seller by telephone or in writing. If the total cost of such additional equipment (Additional Equipment) is Twenty-Five Thousand Dollars or less and if Lessor agrees to lease such Additional Equipment to Lessee, Lessor will signify its agreement by preparing and sending to Lessee a writing (Additional Lease) describing the Additional Equipment and specifying the amount and frequency of the Rental Payments, the Length of Initial Term, the applicable purchase and renewal options and such other terms and conditions that apply to such lease. LESSEE AGREES THAT IF LESSOR DOES NOT RECEIVE A WRITTEN OBJECTION TO THE ADDITIONAL LEASE FROM LESSEE WITHIN 10 DAYS AFTER THE DATE OF THE ADDITIONAL LEASE, LESSEE SHALL BE DEEMED TO HAVE (i) IRREVOCABLY ACCEPTED THE ADDITIONAL EQUIPMENT, (ii) AUTHORIZED LESSOR TO PAY THE SELLER FOR THE ADDITIONAL EQUIPMENT AND (iii) AGREED THAT, EXCEPT AS OTHERWISE SPECIFIED IN THE ADDITIONAL LEASE, SUCH ADDITIONAL LEASE SHALL BE GOVERNED BY ALL OF THE TERMS AND CONDITIONS OF THIS SCHEDULE. If Lessee objects in the manner and within the timeframe set forth above, the Additional Lease shall be null and void and Lessee shall be responsible for fulfilling the obligations of the purchaser under the applicable Purchase Documents.

7. ASSIGNMENT OF PURCHASE DOCUMENTS. Lessee hereby assigns to Lessor all of Lessee's right and interests in and to (a) the Equipment described in this Schedule and (b) any Purchase Documents (including any purchase order issued by Lessor as Lessee's agent) relating thereto. Except for the obligation to pay Seller for the Equipment if (and only if) the Equipment is accepted by Lessee pursuant to the Agreement, such assignment shall not include any of the obligations of the purchaser under the Purchase Documents and Lessee shall at all times remain liable to Seller to perform all of the duties and obligations of the purchaser under the Purchase Documents to the same extent as if an assignment had not occurred. If Seller is not an affiliate of Lessor, Lessee shall obtain Seller's written consent to such assignment and written agreement that upon any return of the Equipment to Lessor, at no additional fee or charge Seller will either (i) grant Lessor any applicable license relating to the use of any software, technical information, confidential business information or other documentation (collectively, License) and permit Lessor to assign such License to any subsequent end-user of the Equipment; or (ii) grant any subsequent end-user of the Equipment an applicable License, subject to Seller's then-current licensing provisions. Lessee shall at all times remain liable to Seller as the licensee under the License, and Lessor shall not have any obligation thereunder unless and until such License is provided to Lessor in accordance herewith.



Master Equipment Lease Agreement Schedule

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(04-94)

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|---|---|--------------------------|
| LESSEE: BBN CORP. | LESSOR: AT&T Credit Corporation | |
| Address 150 CAMBRIDGEPARK DRIVE | 2 Gatehall Drive, Parsippany, NJ 07054 | |
| City / State / Zip CAMBRIDGE, MA 02140 | Lease Number E212580 | Schedule Number 00200 |
| SELLER: LUCENT TECHNOLOGIES INC. | Total Price Including Installation/One-Time Charges | |

Description of Items to be Leased (the Equipment)

If the yield of the 3.00 year Treasury Note trading closest to par as stated in The Wall Street Journal on the Commencement Date is different by an amount greater than 25 basis points from the yield of 6.57%, the rate will be adjusted upward or downward in an amount equal to the difference between the two yields and the amount of the periodic payments will be adjusted accordingly. However, if the change in the amount of the periodic payment that would result from such rate adjustment would be no greater than \$ 5.00 per payment period, no adjustment shall be made.

Equipment subject hereto shall include the LUCENT/AT&T MERLIN LEGEND and all other items of equipment, and all attachments, alterations, and additions thereto, and all parts thereto, and a right to use license for any software related thereto and related documentation, set forth in the attached copy(s) of the equipment orders(s) between the Lessee and the Seller or Supplier, consisting of 2 page(s), and all amendments or supplements to such equipment order(s) as reflected in the invoice(s) of the Seller or Supplier.

| | |
|---|---|
| Option A <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Lessee selects a fair market value purchase option and a fair rental value renewal option. | Total This Page \$ 0.00 |
| Option B <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Lessee selects (i) a fixed price purchase option of either \$ _____ or _____ % of the Total Purchase Price, and (ii) a fixed price renewal option of _____ % of the periodic Rental Payment. | Attached 2 Sub Total(s) from Additional Pages \$ 31,515.38 |
| THE TERMS AND CONDITIONS OF THE FOREGOING OPTIONS AND OTHER IMPORTANT PROVISIONS ARE SET FORTH ON THE BACK OF THIS SCHEDULE. | Total Purchase Price (Sum of total prices including installation/one-time charges) \$ 31,515.38 |
| Equipment Location 2400 BROADWAY SANTA MONICA, CA 90404 | Advance Rent \$ 744.10 |
| | Rental Payment 1-36 @ \$744.10 \$ 37-60 @ \$345.68 |
| | Rental Payment Period Monthly |
| | Latest Commencement Date 06/30/97 |
| | Length of Initial Term 60 months |

THIS SCHEDULE SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER EQUIPMENT LEASE AGREEMENT REFERENCED BY THE LEASE NUMBER SPECIFIED ABOVE (AGREEMENT) AND BETWEEN LESSEE, AS LESSEE, AND LESSOR OR AT&T CAPITAL CORPORATION OR ANY AFFILIATE OR SUBSIDIARY THEREOF, AS LESSOR, AND BY THE TERMS AND CONDITIONS SET FORTH IN THE FRONT AND BACK OF THIS SCHEDULE. PURSUANT TO SUCH TERMS AND CONDITIONS (WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS), LESSEE AGREES TO LEASE FROM LESSOR (AS SPECIFIED BELOW) AND LESSOR AGREES TO LEASE TO LESSEE THE ABOVE REFERENCED EQUIPMENT. IT IS UNDERSTOOD AND AGREED THAT THE TERMS AND CONDITIONS OF THIS SCHEDULE MAY BE DIFFERENT FROM THE TERMS AND CONDITIONS OF PRIOR SCHEDULES AND THAT ANY ASSIGNMENT OR TRANSFER PURSUANT TO SECTION 23 OF THE AGREEMENT BY LESSOR OR ANY ASSIGNEE SHALL NOT MATERIALLY CHANGE LESSEE'S OBLIGATIONS HEREUNDER. LESSEE REPRESENTS AND WARRANTS THAT IT SHALL LOOK ONLY TO THE SELLER FOR ANY AND ALL CLAIMS AND WARRANTIES RELATING TO THE EQUIPMENT AND THAT IT EITHER HAS REVIEWED, APPROVED AND RECEIVED A COPY OF THE APPLICABLE PURCHASE DOCUMENTS OR HAS BEEN INFORMED BY LESSOR THAT IT MAY HAVE RIGHTS UNDER THE PURCHASE DOCUMENTS AND MAY CONTACT SELLER FOR A DESCRIPTION OF SUCH RIGHTS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON LESSEE BY ARTICLE 2A OF THE UCC AND ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY THE LESSOR'S RIGHTS AS DESCRIBED IN THE AGREEMENT, THIS SCHEDULE OR ANY OTHER FUNDAMENTAL AGREEMENT (AS DEFINED IN THE AGREEMENT).

BBN CORP.
 Lessee
 X *Bruce Harkin*
 Lessee Authorized Signature
 Bruce Harkin, Treasurer
 Print Name and Title
 June 1, 1997
 Date

AT&T CREDIT CORPORATION
 By: X *John Pisciotta*
 Lessor Authorized Signature
 John Pisciotta, A.T. Mgr.
 Print Name and Title
 6/6/97
 Date

ORIGINAL

The terms and conditions set forth below shall apply to Option A and B on the front of this Schedule; provided, however, that Lessee may select only one of the two aforementioned options. If Lessee selects Option A, the Tax Indemnity provision set forth below (Section 4) shall apply to this Schedule. If no selection is indicated on the front of this Schedule, Lessee shall be deemed to have selected Option A.

Capitalized terms used in this Schedule that are not otherwise defined herein shall have the meanings ascribed to them in the Master Equipment Lease Agreement (Agreement) identified by the Lease Number specified on the front of this Schedule. References in this Schedule to Total Purchase Price and Rental Payment shall mean the estimates thereof specified on the front of this Schedule, as adjusted pursuant to Section 7 of the Agreement. With respect to the Equipment described on the front of this Schedule, the terms and conditions of this Schedule shall prevail over any conflicting or inconsistent terms and conditions in the Agreement and/or any amendments thereto entered into prior to the execution of this Schedule.

1. OPTION A—FAIR MARKET VALUE PURCHASE AND RENEWAL OPTIONS. (a) If Option A has been selected, no Event of Default exists, no event has occurred and is continuing that with notice or the lapse of time or both would constitute an Event of Default, and Lessee delivers to Lessor an irrevocable written election notice at least 90 days prior to the expiration of the Applicable Term (as defined in Section 3 below), Lessee shall have the following purchase and renewal options: (i) Lessee may purchase all (but not less than all) of the Equipment at the end of the Applicable Term at Fair Market Value (as defined below); or (ii) Lessee may renew this Schedule for a Renewal Term of not less than 12 months to be agreed upon by Lessor and Lessee at Fair Rental Value (as defined below); provided, however, that the foregoing renewal option may not be exercised if Lessor reasonably determines that there has been a material adverse change in Lessee's business or financial condition since the Commencement Date. If Lessee decides not to purchase the Equipment or renew this Schedule at the end of the Applicable Term, it shall provide Lessor with irrevocable written notice thereof at least 90 days prior to the expiration of the Applicable Term and return the Equipment to Lessor in accordance with Section 18 of the Agreement.

(b) If Lessee elects to purchase the Equipment, Lessee shall pay Lessor the Fair Market Value at least 45 days prior to the expiration of the Applicable Term and shall make all other payments required hereunder during the remaining Term of this Schedule. If Lessee elects to renew this Schedule, Lessee and Lessor shall enter into a supplement to this Schedule to confirm the applicable Fair Rental Value and the length of the applicable Renewal Term. Throughout the Renewal Term, Lessee shall pay Lessor the Fair Rental Value on the same date each period that the Rental Payment was due during the initial Term.

(c) If Lessee fails to: (i) provide Lessor with the 90 day notice required above; or (ii) pay Lessor the Fair Market Value as specified above; or (iii) return the Equipment to Lessor in accordance with Section 18 of the Agreement, the Applicable Term shall be extended for successive 90 day periods until Lessee returns the Equipment to Lessor in accordance with Section 18 of the Agreement or Lessor terminates this Schedule by 10 days' written notice to Lessee. If this Schedule is extended pursuant to the preceding sentence, Lessee shall continue to pay Lessor the periodic Rental Payments in effect prior to the expiration of the Applicable Term and all other provisions of the Agreement and this Schedule (including Lessee's purchase and renewal options) shall continue to apply.

(d) Fair Rental Value and Fair Market Value for the Equipment shall be determined by agreement of Lessor and Lessee, or, at Lessee's sole expense, by an independent appraiser selected by Lessor. Fair Rental Value means the periodic amount that would be payable for the Equipment in an arm's length transaction between an informed and willing lessee and an informed and willing lessor, neither under compulsion to lease. Fair Market Value means the total price that would be paid for the Equipment in an arm's length transaction between an informed and willing buyer (other than a used equipment dealer) under no compulsion to buy and an informed and willing seller under no compulsion to sell. In determining Fair Rental Value or Fair Market Value, the costs of removing the Equipment from the Equipment Location and moving it to a new location shall not be deducted from its value.

(e) If Lessee elects to purchase the Equipment and has completely fulfilled the terms and conditions of the Agreement and this Section 1, then on the last day of the Applicable Term: (i) this Schedule shall terminate and, except as provided in Section 25 of the Agreement, Lessee shall be relieved of all obligations under this Schedule; and (ii) Lessor shall transfer all of its interest in the Equipment to Lessee "AS IS, WHERE IS," and without any warranty, express or implied from Lessor, other than the absence of any liens or claims by, through, or under Lessor.

2. OPTION B—FIXED PRICE PURCHASE AND RENEWAL OPTIONS. (a) If Option B has been selected, no Event of Default exists, no event has occurred and is continuing that with notice or the lapse of time or both would constitute an Event of Default, and Lessee delivers to Lessor an irrevocable written election notice at least 90 days prior to the expiration of the Applicable Term (as defined in Section 3 below), Lessee shall have the following fixed price purchase and renewal options: (i) Lessee may purchase all (but not less than all) of the Equipment at the end of the Applicable Term for the amount specified in Option B on the front of this Schedule (Sale Price); or (ii) Lessee may renew this Schedule for a Renewal Term of not less than 12 months at the periodic Rental Payment amount specified in Option B on the front of this Schedule or, if no such amount is specified, at Fair Rental Value (Renewal Rental Payment); provided, however, that the foregoing renewal option may not be exercised if Lessor reasonably determines that there has been a material adverse change in Lessee's business or financial condition since the Commencement Date. If Lessee decides not to purchase the Equipment or renew this Schedule at the end of the Applicable Term, it shall provide Lessor with irrevocable written notice thereof at least 90 days prior to the expiration of the Applicable Term and return the Equipment to Lessor in accordance with Section 18 of the Agreement.

(b) If Lessee elects to purchase the Equipment, Lessee shall pay Lessor the Sale Price at least 45 days prior to the expiration of the Applicable Term and shall make all other payments required hereunder during the remaining Term of this Schedule. If Lessee elects to renew this Schedule, Lessee and Lessor shall enter into a supplement to this Schedule to confirm the length of the applicable Renewal Term. Throughout the Renewal Term, Lessee shall pay Lessor the Renewal Rental Payment on the same date each period that the Rental Payment was due during the initial Term.

(c) If Lessee fails to: (i) provide Lessor with the 90 day notice required above; or (ii) pay Lessor the Sale Price as specified above; or (iii) return the Equipment to Lessor in accordance with Section 18 of the Agreement, the Applicable Term shall be extended for successive 90 day periods until Lessee returns the Equipment to Lessor in accordance with Section 18 of the Agreement or Lessor terminates this Schedule by 10 days' written notice to Lessee. If this Schedule is extended pursuant to the preceding sentence, Lessee shall continue to pay Lessor the periodic Rental Payments in effect prior to the expiration of the Applicable Term and all other provisions of the Agreement and this Schedule (including Lessee's purchase and renewal options) shall continue to apply.

(d) If Lessee elects to purchase the Equipment and has completely fulfilled the terms and conditions of the Agreement and this Section 2, then on the last day of the Applicable Term: (i) this Schedule shall terminate and, except as provided in Section 25 of the Agreement, Lessee shall be relieved of all obligations under this Schedule; and (ii) Lessor shall transfer all of its interest in the Equipment to Lessee "AS IS, WHERE IS," and without any warranty, express or implied from Lessor, other than the absence of any liens or claims by, through, or under Lessor.

3. LESSOR'S RETURN. (a) *Stipulated Loss Value.* If Section 13 of the Agreement provides that Stipulated Loss Value is a component of Lessor's Return, for purposes of this Schedule the Stipulated Loss Value of the Equipment shall equal the sum of: (i) an amount calculated by Lessor that is the present value (discounted at 5% per annum compounded monthly) of all Rental Payments from the date of the Loss or Event of Default in question to the originally anticipated date of expiration of the then existing term of this Schedule (whether it be the initial Term or any Renewal Term (Applicable Term)); plus (ii) if Option A of this Schedule has been selected, the present value (computed as described above and calculated by Lessor as of the date of the Loss or Event of Default in question) of the casualty value (determined as set forth below) of the Equipment; plus (iii) if Option B of this Schedule has been selected, the present value (computed as described above and calculated by Lessor as of the date of the Loss or Event of Default in question) of the purchase option amount set forth on the front of this Schedule. The casualty value of the Equipment shall be determined by multiplying the applicable Casualty Percentage (as specified below) by the Total Purchase Price.

(b) *Casualty Percent.* For purposes of this Schedule the applicable Casualty Percentage shall be (unless otherwise specified, on the front of this Schedule) 65% for a Term of less than 36 months; 60% for a Term of 36 months or greater, but less than 48 months; 40% for a Term of 48 months or greater, but less than 60 months; 30% for a Term of 60 months or greater, but less than 72 months; and 20% for a Term of 72 months or greater.

4. TAX INDEMNITY. (a) If Option A has been selected, Lessor intends to take accelerated cost recovery deductions (Recovery Deductions) under sections 167(a) and 168(b) (1) of the Internal Revenue Code of 1986, as amended (Code), and accelerated depreciation deductions under applicable state law (Depreciation Deductions). Accordingly, Lessee makes the following representations, warranties and covenants: (i) at the time Lessee accepts the Equipment pursuant to Section 3 of the Agreement, the Equipment will have been "placed in service" within the meaning of sections 167 and 168 of the Code; (ii) the Total Purchase Price shall qualify for Recovery Deductions and Depreciation Deductions (with the exception of any items that are excluded by specific language on the front of this Schedule and any increase in the Total Purchase Price that is attributable to any accrued interest under a Financing Agreement); (iii) neither Lessee, any of its affiliates, nor any of its successors, subsidiaries or assigns was, is, or will become a tax-exempt entity described in section 136 (b) (2) of the Code at any time during the Term of this Schedule or the five years preceding the Commencement Date; and (iv) at no time during the Term of this Schedule will Lessee (or any of its successors, subsidiaries or assigns) take any action or fail to take any action (whether or not such act or omission is otherwise required by the Agreement) that results in a loss, reduction, deferral, recapture or other unavailability to Lessor of any part of the Recovery Deductions or Depreciation Deductions. If, because of a breach of this Section 4(a), Recovery Deductions or Depreciation Deductions are lost, reduced, deferred, recaptured or otherwise made unavailable to Lessor (Tax Loss), Lessee shall, upon demand by Lessor, promptly pay damages to Lessor. The amount of such damages shall be the amount necessary to provide Lessor with a Net Economic Return (as defined in Section 4(b) below) equal to the Net Economic Return that Lessor would have realized if it had not suffered a Tax Loss. A Loss or damage to the Equipment will constitute a breach of this Section 4(a) if it does not result in the payment of the Lessor's Return described in Section 13 of the Agreement.

(b) The amount of each periodic Rental Payment remaining to be paid during the Applicable Term (as previously adjusted pursuant to this Section 4(b)) shall be adjusted, upwards or downwards, if changes are made to the Code (including changes in the corporate income tax rates) or any regulations promulgated thereunder that affect the federal income tax consequences to Lessor that were contemplated by Lessor when it determined the amount of the periodic Rental Payment then in effect (Tax Law Change). The net effect of any adjustment under this Section 4(b) shall be to provide Lessor a Net Economic Return equal to the Net Economic Return that Lessor would have realized if no Tax Law Change had occurred.

(c) Any damages required by Section 4(a) above and any adjustment required by Section 4(b) above shall be in the amount necessary to provide Lessor a net after-tax yield, net after-tax cash flow and net after-tax book earnings (Net Economic Return) equal to the Net Economic Return Lessor would have realized with respect to the transaction contemplated by this Schedule if a Tax Loss or Tax Law Change (as applicable) had not occurred, assuming Lessee would fulfill all of its obligations hereunder, and shall be based upon the same assumptions and pricing analysis used by Lessor in determining the amount of the periodic Rental Payment then in effect, except to the extent such assumptions are affected by the Tax Loss or Tax Law Change (as applicable) at issue. Without limiting the generality of the foregoing, it shall be irrevocably presumed that all income of Lessor for any year is subject to tax at the highest then applicable federal income tax rate generally applicable to corporations and that Lessor has sufficient taxable income to offset all deductions arising hereunder.

(d) With respect to any damages or adjustments calculated by Lessor as set forth above (Calculation Amount), at the request and expense of Lessee, Lessor shall submit the assumptions and calculations underlying any such Calculation Amount to Lessor's independent certified public accountants for verification of the maintenance of Lessor's Net Economic Return. Such accountants' determination that the Calculation Amount does or does not maintain Lessor's Net Economic Return (and, in the case of the latter, such accountants' determination of the adjusted amount that would so maintain such Net Economic Return) shall be binding upon Lessor and Lessee. Lessee agrees that any information provided to such accountants by Lessor constitutes private, proprietary and confidential property of Lessor and that no person other than Lessor and such accountants shall be entitled access thereto.

5. SECURITY INTEREST. If Option A has been selected, Lessor and Lessee intend the transaction described in this Schedule to be a true lease, and Lessee hereby authorizes Lessor to file a financing statement to give public notice of Lessor's ownership of the Equipment. If such transaction is deemed by a court of competent jurisdiction to be a lease intended for security or if Option B has been selected, to secure payment and performance of Lessee's obligations under the Agreement and this Schedule, Lessee grants Lessor and its assigns a purchase money security interest in the Equipment and in all attachments, accessories, additions, substitutions, products, replacements, rentals and proceeds (including insurance proceeds) therefrom as well as a security interest in any other equipment financed pursuant to the Agreement or any other agreement between Lessor and Lessee (collectively, Collateral). Lessee shall execute and timely deliver to Lessor financing statements or any other documents Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. Lessor or Lessor's agent may file as a financing statement any lease document (or copy thereof, where permitted by law) Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. If Lessee fails to execute any such document, Lessor or Lessor's agent is hereby authorized to file any of the foregoing signed only by Lessor or Lessor's agent.

6. LEASING ADDITIONAL EQUIPMENT. Lessee may request Lessor to finance the costs of any additional equipment by sending Lessor a purchase order or by contacting Lessor or the Seller by telephone or in writing. If the total cost of such additional equipment (Additional Equipment) is Twenty-Five Thousand Dollars or less and if Lessor agrees to lease such Additional Equipment to Lessee, Lessor will signify its agreement by preparing and sending to Lessee a written (Additional Lease) describing the Additional Equipment and specifying the amount and frequency of the Rental Payments, the Length of initial Term, the applicable purchase and renewal options and such other terms and conditions that apply to such lease. **LESSEE AGREES THAT IF LESSOR DOES NOT RECEIVE A WRITTEN OBJECTION TO THE ADDITIONAL LEASE FROM LESSEE WITHIN 10 DAYS AFTER THE DATE OF THE ADDITIONAL LEASE, LESSEE SHALL BE DEEMED TO HAVE (a) IRREVOCABLY ACCEPTED THE ADDITIONAL EQUIPMENT, (b) AUTHORIZED LESSOR TO PAY THE SELLER FOR THE ADDITIONAL LEASE, SUCH ADDITIONAL LEASE SHALL BE GOVERNED BY ALL OF THE TERMS AND CONDITIONS OF THIS SCHEDULE, (c) AGREED THAT, EXCEPT AS OTHERWISE SPECIFIED IN THE ADDITIONAL LEASE, THE ADDITIONAL LEASE shall be null and void and Lessee shall be responsible for fulfilling the obligations of the purchaser under the applicable Purchase Documents.**

7. ASSIGNMENT OF PURCHASE DOCUMENTS. Lessee hereby assigns to Lessor all of Lessee's right and interests in and to (a) the Equipment described in this Schedule and (b) any Purchase Documents (including any purchase order issued by Lessor as Lessee's agent) relating thereto. Except for the obligation to pay Seller for the Equipment (if and only if) the Equipment is accepted by Lessee pursuant to the Agreement, such assignment shall not include any of the obligations of the purchaser under the Purchase Documents and Lessee shall at all times remain liable to Seller to perform all of its duties and obligations of the purchaser under the Purchase Documents to the same extent as if an assignment had not occurred. If Seller is not an affiliate of Lessor, Lessee shall obtain Seller's written consent to such assignment and written agreement that upon any return of the Equipment to Lessor, at no additional fee or charge Seller will either: (i) grant Lessor any applicable license relating to the use of any software, technical information, confidential business information or other documentation (collectively, License) and permit Lessor to assign such License to any subsequent end-user of the Equipment; or (ii) grant any subsequent end-user of the Equipment an applicable License, subject to Seller's then-current licensing provisions. Lessee shall at all times remain liable to Seller as the licensee under the License, and Lessor shall not have any obligation thereunder unless and until such License is provided to Lessor in accordance herewith.

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Master Equipment Lease Agreement Schedule

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| LESSEE: BBN CORP. | | LESSOR: AT&T Credit Corporation | |
| Address 150 CAMBRIDGE PARK DRIVE | | 2 Gatehall Drive, Parsippany, NJ 07054 | |
| City / State / Zip CAMBRIDGE, MA 02140 | Lease Number E212580 | Schedule Number 00260 | |
| SELLER: LUCENT TECHNOLOGIES INC | | Total Price Including Installation/One-Time Charges | |
| Description of Items to be Leased (the Equipment) | | | |
| <p>This Schedule describes a coterminous addition (Addition) to the equipment described in Schedule Number 00170 (Primary Schedule). Accordingly: (a) if Lessee purchases or renews the Equipment described in the Primary Schedule, Lessee shall, as applicable, purchase the Addition or renew this schedule for a Renewal Term of the same length as the Renewal Term of the Primary Schedule; and (b) if Lessee is required to pay Lessor the Lessor's Return with respect to the Primary schedule, Lessee shall pay Lessor the Lessor's Return with respect to this schedule.</p> <p>Equipment subject hereto shall include the LUCENT DEFINITY COMMUNICATIONS SYSTEM CS11151 ADD-ON EQUIPMENT and all other items of equipment; and all attachments; alterations; and additions thereto; and all parts thereto; and a right to use license for any software related thereto and related documentation; set forth in the attached copy(s) of the equipment order(s) between the Lessee and the Seller or Supplier, consisting of 2 page(s); and all amendments or supplements to such equipment order(s) as reflected in the invoice(s) of the Seller or Supplier.</p> | | | |
| Option A. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Lessee selects a fair market value purchase option and a fair rental value renewal option. | | Total This Page \$ 0.00 | |
| Option B. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Lessee selects (i) a fixed price purchase option of either \$ _____ or _____ % of the Total Purchase Price, and (ii) a fixed price renewal option of _____ % if the periodic Rental Payment. | | Attached Sub Total(s) from Additional Pages \$ 29,525.00 | |
| THE TERMS AND CONDITIONS OF THE FOREGOING OPTIONS AND OTHER IMPORTANT PROVISIONS ARE SET FORTH ON THE BACK OF THIS SCHEDULE. | | Total Purchase Price (Sum of total prices including installation/one-time charges) \$ 29,525.00 | |
| Equipment Location 9780 PATUXENT WOODS DR COLUMBIA, MD 21046 | | Advance Rent \$ 922.66 | Rental Payment PRINTS 24 @ \$922.66 PRINTS 25-56 @ \$327.04 |
| | | Rental Payment Period Monthly | Latest Commencement Date 09/30/97 |
| | | Length of Initial Term 56 months | |

THIS SCHEDULE SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER EQUIPMENT LEASE AGREEMENT REFERENCED BY THE LEASE NUMBER SPECIFIED ABOVE (AGREEMENT) AND BETWEEN LESSEE, AS LESSEE, AND LESSOR OR AT&T CAPITAL CORPORATION OR ANY AFFILIATE OR SUBSIDIARY THEREOF, AS LESSOR, AND BY THE TERMS AND CONDITIONS SET FORTH IN THE FRONT AND BACK OF THIS SCHEDULE. PURSUANT TO SUCH TERMS AND CONDITIONS, WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS, LESSEE AGREES TO LEASE FROM LESSOR (AS DESCRIBED BELOW) AND LESSOR AGREES TO LEASE TO LESSEE THE ABOVE REFERENCED EQUIPMENT. IT IS UNDERSTOOD AND AGREED THAT THE TERMS AND CONDITIONS OF THIS SCHEDULE MAY BE DIFFERENT FROM THE TERMS AND CONDITIONS OF PRIOR SCHEDULES AND THAT ANY ASSIGNMENT OR TRANSFER PURSUANT TO SECTION 28 OF THE AGREEMENT BY LESSOR OR ANY ASSIGNEE SHALL NOT MATERIALLY CHANGE LESSEE'S OBLIGATIONS HEREUNDER. LESSEE REPRESENTS AND WARRANTS THAT IT SHALL LOOK ONLY TO THE SELLER FOR ANY AND ALL CLAIMS AND WARRANTIES RELATING TO THE EQUIPMENT AND THAT IT EITHER HAS REVIEWED, APPROVED AND RECEIVED A COPY OF THE APPLICABLE PURCHASE DOCUMENTS OR HAS BEEN INFORMED BY LESSOR THAT IT MAY HAVE RIGHTS UNDER THE PURCHASE DOCUMENTS AND MAY CONTACT SELLER FOR A DESCRIPTION OF SUCH RIGHTS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON LESSEE BY ARTICLE 2A OF THE UCC AND ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY THE LESSOR'S RIGHTS AS DESCRIBED IN THE AGREEMENT, THIS SCHEDULE OR ANY OTHER FUNDAMENTAL AGREEMENT (AS DEFINED IN THE AGREEMENT).

BBN CORP.
 Lessee
 X *[Signature]*
 Lessee Authorized Signature
BRUCE HASKIN, Treasurer
 Print Name and Title
 9/17/97
 Date

AT&T CREDIT CORPORATION
 By: X *[Signature]*
 Lessor Authorized Signature
Linda H. Vantine Acct Mgr
 Print Name and Title
 9-22-97
 Date

ORIGINAL

The terms and conditions set forth below shall apply to Option A and B on the front of this Schedule; provided, however, that Lessee may select only one of the two aforementioned options. If Lessee selects Option A, the Tax Indemnity provision set forth below (Section 4) shall apply to this Schedule. If no selection is indicated on the front of this Schedule, Lessee shall be deemed to have selected Option A.

Capitalized terms used in this Schedule that are not otherwise defined herein shall have the meanings ascribed to them in the Master Equipment Lease Agreement (Agreement) identified by the Lease Number specified on the front of this Schedule. References in this Schedule to Total Purchase Price and Rental Payment shall mean the estimates thereof specified on the front of this Schedule, as adjusted pursuant to Section 7 of the Agreement. With respect to the Equipment described on the front of this Schedule, the terms and conditions of this Schedule shall prevail over any conflicting or inconsistent terms and conditions in the Agreement and/or any amendments thereto entered into prior to the execution of this Schedule.

1. OPTION A—FAIR MARKET VALUE PURCHASE AND RENEWAL OPTIONS. (a) If Option A has been selected, no Event of Default exists, no event has occurred and is continuing that with notice or the lapse of time or both would constitute an Event of Default, and Lessee delivers to Lessor an irrevocable written election notice at least 90 days prior to the expiration of the Applicable Term (as defined in Section 3 below). Lessee shall have the following purchase and renewal options: (i) Lessee may purchase all (but not less than all) of the Equipment at the end of the Applicable Term at Fair Market Value (as defined below); or (ii) Lessee may renew this Schedule for a Renewal Term of not less than 12 months to be agreed upon by Lessor and Lessee at Fair Rental Value (as defined below); provided, however, that the foregoing renewal option may not be exercised if Lessor reasonably determines that there has been a material adverse change in Lessee's business or financial condition since the Commencement Date. If Lessee decides not to purchase the Equipment or renew this Schedule at the end of the Applicable Term, it shall provide Lessor with irrevocable written notice thereof at least 90 days prior to the expiration of the Applicable Term and return the Equipment to Lessor in accordance with Section 18 of the Agreement.

(b) If Lessee elects to purchase the Equipment, Lessee shall pay Lessor the Fair Market Value at least 45 days prior to the expiration of the Applicable Term and shall make all other payments required hereunder during the remaining Term of this Schedule. If Lessee elects to renew this Schedule, Lessee and Lessor shall enter into a supplement to this Schedule to confirm the applicable Fair Rental Value and the length of the applicable Renewal Term. Throughout the Renewal Term, Lessee shall pay Lessor the Fair Rental Value on the same date each period that the Rental Payment was due during the Initial Term.

(c) If Lessee fails to: (i) provide Lessor with the 90 day notice required above; or (ii) pay Lessor the Fair Market Value as specified above; or (iii) return the Equipment to Lessor in accordance with Section 18 of the Agreement, the Applicable Term shall be extended for successive 90 day periods until Lessee returns the Equipment to Lessor in accordance with Section 18 of the Agreement or Lessor terminates this Schedule by 10 days' written notice to Lessee. If this Schedule is extended pursuant to the preceding sentence, Lessee shall continue to pay Lessor the periodic Rental Payments in effect prior to the expiration of the Applicable Term and all other provisions of the Agreement and this Schedule (including Lessee's purchase and renewal options) shall continue to apply.

(d) Fair Rental Value and Fair Market Value for the Equipment shall be determined by agreement of Lessor and Lessee, or, at Lessee's sole expense, by an independent appraiser selected by Lessor. Fair Rental Value means the periodic amount that would be payable for the Equipment in an arm's length transaction between an informed and willing lessee and an informed and willing lessor, neither under compulsion to lease. Fair Market Value means the total price that would be paid for the Equipment in an arm's length transaction between an informed and willing buyer (other than a used equipment dealer) under no compulsion to buy and an informed and willing seller under no compulsion to sell. In determining Fair Rental Value or Fair Market Value, the costs of removing the Equipment from the Equipment Location and moving it to a new location shall not be deducted from its value.

(e) If Lessee elects to purchase the Equipment and has completely fulfilled the terms and conditions of the Agreement and this Section 1, then on the last day of the Applicable Term: (i) this Schedule shall terminate and, except as provided in Section 25 of the Agreement, Lessee shall be relieved of all obligations under this Schedule; and (ii) Lessor shall transfer all of its interest in the Equipment to Lessee "AS IS, WHERE IS," and without any warranty, express or implied from Lessor, other than the absence of any liens or claims by, through, or under Lessor.

2. OPTION B—FIXED PRICE PURCHASE AND RENEWAL OPTIONS. (a) If Option B has been selected, no Event of Default exists, no event has occurred and is continuing that with notice or the lapse of time or both would constitute an Event of Default, and Lessee delivers to Lessor an irrevocable written election notice at least 90 days prior to the expiration of the Applicable Term (as defined in Section 3 below). Lessee shall have the following fixed price purchase and renewal options: (i) Lessee may purchase all (but not less than all) of the Equipment at the end of the Applicable Term for the amount specified in Option B on the front of this Schedule (Sale Price); or (ii) Lessee may renew this Schedule for a Renewal Term of not less than 12 months at the periodic Rental Payment amount specified in Option B on the front of this Schedule; or, if no such amount is specified, at Fair Rental Value (Renewal Rental Payment); provided, however, that the foregoing renewal option may not be exercised if Lessor reasonably determines that there has been a material adverse change in Lessee's business or financial condition since the Commencement Date. If Lessee decides not to purchase the Equipment or renew this Schedule at the end of the Applicable Term, it shall provide Lessor with irrevocable written notice thereof at least 90 days prior to the expiration of the Applicable Term and return the Equipment to Lessor in accordance with Section 18 of the Agreement.

(b) If Lessee elects to purchase the Equipment, Lessee shall pay Lessor the Sale Price at least 45 days prior to the expiration of the Applicable Term and shall make all other payments required hereunder during the remaining Term of this Schedule. If Lessee elects to renew this Schedule, Lessee and Lessor shall enter into a supplement to this Schedule to confirm the length of the applicable Renewal Term. Throughout the Renewal Term, Lessee shall pay Lessor the Renewal Rental Payment on the same date each period that the Rental Payment was due during the Initial Term.

(c) If Lessee fails to: (i) provide Lessor with the 90 day notice required above; or (ii) pay Lessor the Sale Price as specified above; or (iii) return the Equipment to Lessor in accordance with Section 18 of the Agreement, the Applicable Term shall be extended for successive 90 day periods until Lessee returns the Equipment to Lessor in accordance with Section 18 of the Agreement or Lessor terminates this Schedule by 10 days' written notice to Lessee. If this Schedule is extended pursuant to the preceding sentence, Lessee shall continue to pay Lessor the periodic Rental Payments in effect prior to the expiration of the Applicable Term and all other provisions of the Agreement and this Schedule (including Lessee's purchase and renewal options) shall continue to apply.

(d) If Lessee elects to purchase the Equipment and has completely fulfilled the terms and conditions of the Agreement and this Section 2, then on the last day of the Applicable Term: (i) this Schedule shall terminate and, except as provided in Section 25 of the Agreement, Lessee shall be relieved of all obligations under this Schedule; and (ii) Lessor shall transfer all of its interest in the Equipment to Lessee "AS IS, WHERE IS," and without any warranty, express or implied from Lessor, other than the absence of any liens or claims by, through, or under Lessor.

3. LESSOR'S RETURN. (a) *Stipulated Loss Value.* If Section 13 of the Agreement provides that Stipulated Loss Value is a component of Lessor's Return, for purposes of this Schedule the Stipulated Loss Value of the Equipment shall equal the sum of (i) an amount calculated by Lessor that is the present value (discounted at 5% per annum compounded monthly) of all Rental Payments from the date of the Loss or Event of Default in question to the originally anticipated date of expiration of the then existing term of this Schedule (whether it be the Initial Term or any Renewal Term (Applicable Term)); plus (ii) if Option A of this Schedule has been selected, the present value (computed as described above and calculated by Lessor as of the date of the Loss or Event of Default in question) of the casualty value (determined as set forth below) of the Equipment; plus (iii) if Option B of this Schedule has been selected, the present value (computed as described above and calculated by Lessor as of the date of the Loss or Event of Default in question) of the purchase option amount set forth on the front of this Schedule. The casualty value of the Equipment shall be determined by multiplying the applicable Casualty Percentage (as specified below) by the Total Purchase Price.

(b) *Casualty Percentage.* For purposes of this Schedule the applicable Casualty Percentage shall be (unless otherwise specified, the front of this Schedule) 65% for a Term of less than 36 months; 50% for a Term of 36 months or greater, but less than 48 months; 40% for a Term of 48 months or greater, but less than 60 months; 30% for a Term of 60 months or greater, but less than 72 months; and 20% for a Term of 72 months or greater.

4. TAX INDEMNITY. (a) If Option A has been selected, Lessor intends to take accelerated cost recovery deductions (Recovery Deductions) under sections 167(a) and 168(b) (1) of the Internal Revenue Code of 1986, as amended (Code), and accelerated depreciation deductions under applicable state law (Depreciation Deductions). Accordingly, Lessee makes the following representations, warranties and covenants: (i) at the time Lessee accepts the Equipment pursuant to Section 3 of the Agreement, the Equipment will have been "placed in service" within the meaning of sections 167 and 168 of the Code; (ii) the Total Purchase Price shall qualify for Recovery Deductions and Depreciation Deductions (with the exception of any items that are excluded by specific language on the front of this Schedule and any increase in the Total Purchase Price that is attributable to any accrued interest under a Financing Agreement); (iii) neither Lessee, any of its affiliates, nor any of its successors, sublessees or assigns was, is, or will become a tax-exempt entity described in section 168 (h) (2) of the Code at any time during the Term of this Schedule or the five years preceding the Commencement Date; and (iv) at no time during the Term of this Schedule will Lessee (or any of its successors, sublessees or assigns) take any action or fail to take any action (whether or not such act or omission is otherwise required by the Agreement) that results in a loss, reduction, deferral, recapture or other unavailability to Lessor of any part of the Recovery Deductions or Depreciation Deductions. If, because of a breach of this Section 4(a), Recovery Deductions or Depreciation Deductions are lost, reduced, deferred, recaptured or otherwise made unavailable to Lessor (Tax Loss), Lessee shall, upon demand by Lessor, promptly pay damages to Lessor. The amount of such damages shall be the amount necessary to provide Lessor with a Net Economic Return (as defined in Section 4(c) below) equal to the Net Economic Return that Lessor would have realized if it had not suffered a Tax Loss. A loss or damage to the Equipment will constitute a breach of this Section 4(a) if it does not result in the payment of the Lessor's Return described in Section 13 of the Agreement.

(b) The amount of each periodic Rental Payment remaining to be paid during the Applicable Term (as previously adjusted pursuant to this Section 4(b)) shall be adjusted, upwards or downwards, if changes are made to the Code (including changes in the corporate income tax rates) or any regulations promulgated thereunder that affect the federal income tax consequences to Lessor that were contemplated by Lessor when it determined the amount of the periodic Rental Payment then in effect (Tax Law Change). The net effect of any adjustment under this Section 4(b) shall be to provide Lessor a Net Economic Return equal to the Net Economic Return that Lessor would have realized if no Tax Law Change had occurred.

(c) Any damages required by Section 4(a) above and any adjustment required by Section 4(b) above shall be in the amount necessary to provide Lessor a net after-tax yield, net after-tax cash flow and net after-tax book earnings (Net Economic Return) equal to the Net Economic Return Lessor would have realized with respect to the transaction contemplated by this Schedule if a Tax Law Change (as applicable) had not occurred, assuming Lessee would fulfill all of its obligations hereunder, and shall be based upon the same assumptions and pricing analysis used by Lessor in determining the amount of the periodic Rental Payment then in effect, except to the extent such assumptions are affected by the Tax Loss or Tax Law Change (as applicable) at issue. Without limiting the generality of the foregoing, it shall be (but not be limited to) presumed that all income of Lessor for any year is subject to tax at the highest then applicable federal income tax rate generally applicable to corporations and that Lessor has sufficient taxable income to offset all deductions arising hereunder.

(d) With respect to any damages or adjustments calculated by Lessor as set forth above (Calculation Amount), at the request and expense of Lessee, Lessor shall submit the assumptions and calculations underlying any such Calculation Amount to Lessor's independent certified public accountants for verification of the maintenance of Lessor's Net Economic Return. Such accountants' determination that the Calculation Amount does or does not maintain Lessor's Net Economic Return (and, in the case of the latter, such accountants' determination of the adjusted amount that would so maintain such Net Economic Return) shall be binding upon Lessor and Lessee. Lessee agrees that any information provided to such accountants by Lessor constitutes private, proprietary and confidential property of Lessor and that no person other than Lessor and such accountants shall be entitled access thereto.

5. SECURITY INTEREST. If Option A has been selected, Lessor and Lessee intend the transaction described in this Schedule to be a true lease, and Lessee hereby authorizes Lessor to file a financing statement to give public notice of Lessor's ownership of the Equipment. If such transaction is deemed by a court of competent jurisdiction to be a lease intended for security or if Option B has been selected, to secure payment and performance of Lessee's obligations under the Agreement and this Schedule, Lessee grants Lessor and its assignee a purchase money security interest in the Equipment and in all attachments, accessories, additions, substitutions, products, replacements, rentals and proceeds (including insurance proceeds) therefrom as well as a security interest in any other equipment financed pursuant to the Agreement or any other agreement between Lessor and Lessee (collectively, Collateral). Lessee shall execute and timely deliver to Lessor financing statements or any other documents Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. Lessor or Lessor's agent may file as a financing statement any lease document (or copy thereof, where permitted by law) Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. If Lessee fails to execute any such document, Lessor or Lessor's agent is hereby authorized to file any of the foregoing signed only by Lessor or Lessor's agent.

6. LEASING ADDITIONAL EQUIPMENT. Lessee may request Lessor to finance the costs of any additional equipment by sending Lessor a purchase order or by contacting Lessor or the Seller by telephone or in writing. If the total cost of such additional equipment (Additional Equipment) is Twenty-Five Thousand Dollars or less and if Lessor agrees to lease such Additional Equipment to Lessee, Lessor will sign its agreement by preparing and sending to Lessee a written (Additional Lease) describing the Additional Equipment and specifying the amount and frequency of the Rental Payments, the Length of Initial Term, the applicable purchase and renewal options and such other terms and conditions that apply to such lease. LESSEE AGREES THAT IF LESSOR DOES NOT RECEIVE A WRITTEN OBJECTION TO THE ADDITIONAL LEASE FROM LESSEE WITHIN 10 DAYS AFTER THE DATE OF THE ADDITIONAL LEASE, LESSEE SHALL BE DEEMED TO HAVE (a) IRREVOCABLY ACCEPTED THE ADDITIONAL EQUIPMENT, (b) AUTHORIZED LESSOR TO PAY THE SELLER FOR THE ADDITIONAL EQUIPMENT AND (c) AGREED THAT, EXCEPT AS OTHERWISE SPECIFIED IN THE ADDITIONAL LEASE, SUCH ADDITIONAL LEASE SHALL BE GOVERNED BY ALL OF THE TERMS AND CONDITIONS OF THIS SCHEDULE. If Lessee objects in the manner and within the timeframe set forth above, the Additional Lease shall be null and void and Lessee shall be responsible for fulfilling the obligations of the purchaser under the applicable Purchase Documents.

7. ASSIGNMENT OF PURCHASE DOCUMENTS. Lessee hereby assigns to Lessor all of Lessee's right and interests in and to (a) the Equipment described in this Schedule and (b) any Purchase Documents (including any purchase order issued by Lessor as Lessee's agent) relating thereto. Except for the obligation to pay Seller for the Equipment if (and only if) the Equipment is accepted by Lessee pursuant to the Agreement, such assignment shall not include any of the obligations of the purchaser under the Purchase Documents and Lessee shall at all times remain liable to Seller to perform all of the duties and obligations of the purchaser under the Purchase Documents to the same extent as if an assignment had not occurred. If Seller is not an affiliate of Lessor, Lessee shall obtain Seller's written consent to such assignment and written agreement that upon any return of the Equipment to Lessor, no additional fee or charge shall be levied (i) grant Lessor any applicable license relating to the use of any software, technical information, confidential business information or other documentation (collectively, License) and permit Lessor to assign such License to any subsequent end-user of the Equipment; or (ii) grant any subsequent end-user of the Equipment an applicable License, subject to Seller's then-current licensing provisions. Lessee shall at all times remain liable to Seller as the licensee under the License, and Lessor shall not have any obligation thereunder unless and until such License is provided to Lessor in accordance herewith.

Christine Walker
Account Manager
Lucent Technologies Product Finance

2 Gatchall Drive
Parsippany, NJ 07054
Telephone 973-606-3825
Facsimile 973-606-3701
E Mail christine_walker@newcourt.com

Product Finance



Lucent Technologies

March 31, 1999

BBN Corporation
10 Moulton Street
Cambridge, MA 02138

Attn: Mr. Jim Borden

Subject: Master Equipment Lease Agreement # E212580; Schedule #00320

Dear Mr. Borden,

Thank you for choosing Lucent Technologies Product Finance, a unit of Newcourt Communications Finance Corporation for your financing needs.

We have received the final invoices from Lucent Technologies Inc. for the leased referenced above. The invoices reflect a change to the Total Purchase Price originally indicated on your Schedule.

The Total Purchase Price for Schedule #00320 has changed from \$684,121.63 to \$609,669.13, which is an decrease of \$ 74,452.50. Your monthly payment will be adjusted from \$11,760.05 to \$10,474.12. This amount does not include taxes.

Copies of the invoices have been included for your information and use.

Please acknowledge your acceptance where indicated below, and return this letter to my attention in the enclosed self-addressed envelope.

If you have any questions, please feel free to contact me at the above telephone number.

Sincerely,

Christine Walker

LESSEE ACCEPTANCE

Enclosure

By (Signature)

Print Name & Title

Date

A Member of Newcourt Credit Group

MAY-21-1999 15:47 FROM GTE INTERNETWORKING

TO 919736063701

P.02/02

Christine Walker
Account Manager
Lumant Technologies Product Finance

2 Glenloch Drive
Farmington, NJ 07034
Telephone: 973-606-1821
Fax: 973-606-3701
E-Mail: cwalker@lumant.com

Product Finance



Lumant Technologies

February 3, 1999

BBN Corp.
10 Moulton Street
Cambridge, MA 02138
Attn: Mr. Jim Borden

Re: Master Equipment Lease Agreement No. E212580
Schedule No. 00320

Dear Mr. Borden,

Thank you for selecting AT&T Credit for your continues financing needs.

We have reviewed and approved your request to modify the current term of the above referenced lease agreement and schedule (the "Lease").

Specifically, the initial lease term has been amended from 29 months to 60 months. This change will result in a change to your monthly payments as shown in the table below. This will be the only modification to the Lease; all of the other terms and conditions of the Lease shall remain in full force and effect.

| Schedule No. | Old Total Purchase Price | New Total Purchase Price | Old Mo. Payments | New Mo. Payments | Old Term | New Term |
|--------------|-----------------------------|-----------------------------|---------------------|---------------------|-------------|-------------|
| 00320 | \$684,121.63 | \$684,121.63 | \$21,755.07 | \$11,760.05 | 29 | 60 |

Please confirm your acceptance of this change by having this letter signed where indicated below, and by returning this letter to Ms Christine Walker at the address above. If we do not receive your written acknowledgment within 30 days from the date of this letter, the current term will not be changed.

If you should have any questions regarding this matter, please contact me at 973-606-3821.

Sincerely,

AGREED TO:

BBN Corp.

Christine Walker
Account Manager

By (Signature):

Print Name & Title:

Date: MAY 21, 1999

[Signature]
M. WEISSENBURGER

MANAGER
BUSINESS
ANALYSIS

CC: D. Formale
N. Mazzola



AT&T Credit

2 Gatehall Drive
Parsippany, NJ 07054
Phone: 1 800 527-8876

01/08/98

BBN Corp ("Lessee")
10 Moulton Street
Cambridge, MA , 02138
Attn: Jim Borden

Re: Additional Lease of Equipment, Lease No. B212580, Schedule No. 00350

Thank you for choosing AT&T Credit Corporation ("AT&T Credit") for your leasing needs.

This writing will serve as an "Additional Lease", as that term is defined in the Master Equipment Lease Agreement identified by the Lease Number specified above ("Agreement") between you, as lessee, and AT&T Credit Corporation, as lessor. Capitalized terms used in this writing that are not defined herein shall have the meanings ascribed to them in the Agreement.

Additional Lease

The items of equipment you have asked AT&T Credit to lease to you pursuant to this Additional Lease were selected by you from AT&T Corp. or a subsidiary thereof (the "Seller"), and consist of the following: Definity G-III add on equipment (collectively, "Additional Equipment").

Your monthly Rental Payment is \$ 393.11, plus all applicable taxes. All Rental Payments are payable on the dates specified in our invoice(s) to you.

The term of this Additional Lease shall be 51 months. The applicable end of lease option is the Fair Market Value, which option is more fully described in the Master Equipment Lease Agreement Schedule, Schedule No. 00170, which incorporates by reference the Agreement.

At all times you will keep and use the Equipment only at 9780 Patuxent Woods Dr Columbia MD 21046 ("Equipment Location").

Pursuant to the Agreement, if we do not receive your written objection to this Additional Lease within 10 days after the date of this Additional Lease, you will be deemed to have irrevocably accepted the Additional Equipment and agreed that, except as otherwise specified above, this Additional Lease shall be governed by all of the terms and conditions of the Agreement.

Sincerely,

John Pisciotto
Account Manager
(201) 606-3955

d:\dpt\aftermk.nsd
September 9, 1994

LAV/TPF/CO058 8-98

Master Equipment Lease Agreement Schedule

Product Placement



Lucent Technologies

| | | |
|---------------------------------------|--|--------------------------|
| LESSEE: BBN CORPORATION | LESSOR: Newcourt Communications Finance Corporation | |
| 150 CAMBRIDGE PARK DRIVE | 2 Gatehall Drive, Parsippany, NJ 07054 | |
| City/State/Zip CAMBRIDGE, MA 02140 | Lease Number E212580 | Schedule Number 00520 |

| | |
|---|---|
| SELLER: LUCENT TECHNOLOGIES INC | Total Price Including Installation/One-Time Charges |
| Description of Items to be Leased (the Equipment) | |

Equipment subject hereto shall include the LUCENT VOICEMAIL SETS PACKS PBX CMS SOFTWARE UPGD and all other items of equipment, and all attachments, alterations, and additions thereto, and all parts thereof, and a right to use license for any software related thereto and related documentation, set forth in the attached copy(s) of the equipment order(s) between the Lessee and the Seller or Supplier, consisting of 17 page(s), and all amendments or supplements to such equipment order(s) as reflected in the invoice(s) of the Seller or Supplier.

This Schedule also includes the financing of Schedules: 00010, 00030, 00060, 00070, 00090, 00140, 00150, 00160, 00180, 00220, 00230, 00240, 00250, 00271, 00281, 00300, 00310, 00360, 00390, 00400, 00410, 00421, 00470 and 00510 and the equipment subject hereto shall also include all of the equipment previously subject to Schedules: 00010, 00030, 00060, 00070, 00090, 00140, 00150, 00160, 00180, 00220, 00230, 00240, 00250, 00271, 00281, 00300, 00310, 00330, 00340, 00360, 00370, 00390, 00400, 00410, 00421, 00470 and 00510.

| | |
|---|---|
| Option A..... <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Lessee selects a fair market value purchase price and a fair rental value renewal option. | Total This Page \$ 0.00 |
| Option B..... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Lessee selects (i) a fixed price purchase option of either \$ _____ or _____ % of the Total Purchase Price, and (ii) a fixed price renewal option of _____ % of the periodic Rental Payment. | Sub Total(s) from Attached (17) Pages \$ 678,231.91 |
| THE TERMS AND CONDITIONS OF THE FOREGOING OPTIONS AND OTHER IMPORTANT PROVISIONS ARE SET FORTH ON THE BACK OF THIS SCHEDULE. | Total Purchase Price (Sum of total prices including installation/one-time charges) \$ 678,231.91 |
| Equipment Location 10 HOUTON ST CAMBRIDGE, MA 02138 | Advance Rent \$ 72,201.85 |
| 186 B ST NEEDHAM, MA 02194 | Rental Payment \$ 72,201.85 |
| | Rental Payment Period Monthly |
| | Latest Commencement Date 10/30/98 |
| | Length of Initial Term 60 months |

THIS SCHEDULE SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER EQUIPMENT LEASE AGREEMENT REFERENCED BY THE LEASE NUMBER SPECIFIED ABOVE (AGREEMENT) AND BETWEEN LESSEE, AS LESSEE, AND LESSOR OR NEWCOURT CREDIT GROUP, INC. OR ANY AFFILIATE OR SUBSIDIARY THEREOF, AS LESSOR, AND BY THE TERMS AND CONDITIONS SET FORTH ON THE FRONT AND BACK OF THIS SCHEDULE PURSUANT TO SUCH TERMS AND CONDITIONS (WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS). LESSEE AGREES TO LEASE FROM LESSOR (AS SPECIFIED BELOW) AND LESSOR AGREES TO LEASE TO LESSEE THE ABOVE REFERENCED EQUIPMENT. IT IS UNDERSTOOD AND AGREED THAT THE TERMS AND CONDITIONS OF THIS SCHEDULE MAY BE DIFFERENT FROM THE TERMS AND CONDITIONS OF PRIOR SCHEDULES AND THAT ANY ASSIGNMENT OR TRANSFER PURSUANT TO SECTION 23 OF THE AGREEMENT BY LESSOR OR BY ASSIGNEE SHALL NOT MATERIALLY CHANGE LESSEE'S OBLIGATIONS HEREUNDER. LESSEE REPRESENTS AND WARRANTS THAT IT SHALL LOOK ONLY TO THE LESSOR FOR ANY AND ALL CLAIMS AND WARRANTIES RELATING TO THE EQUIPMENT AND THAT IT EITHER HAS REVIEWED, APPROVED AND RECEIVED A COPY OF THE APPLICABLE PURCHASE DOCUMENTS OR HAS BEEN INFORMED BY LESSOR THAT IT MAY HAVE RIGHTS UNDER THE PURCHASE DOCUMENTS AND MAY CONTACT SELLER FOR A DESCRIPTION OF SUCH RIGHTS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON LESSEE BY ARTICLE 2A OF THE UCC AND ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE THAT MAY LIMIT OR COPEY THE LESSOR'S RIGHTS AS DESCRIBED IN THE AGREEMENT. THIS SCHEDULE OR ANY OTHER FUNDAMENTAL AGREEMENT (AS DEFINED IN THE AGREEMENT).

BBN CORPORATION

By: X Bruce Haskin
Lessee Authorized Signature
BRUCE HASKIN
Print Name and Title
10-30-98

NEWCOURT COMMUNICATIONS FINANCE CORPORATION

By: X G. Kummer
Lessor Authorized Signature
G. Kummer, CCO
Print Name and Title
Date 12/24/98

MELATV - LTPF-CC05B 8/98

The terms and conditions set forth below shall apply. Options A and B on the front of this Schedule; provided, however, that Lessee may select only one of the two aforementioned options. If Lessee selects Option A, the Tax Indemnity provision set forth below (Section 4) shall apply to this Schedule. If no selection is indicated on the front of this Schedule, Lessee shall be deemed to have selected Option A.

Capitalized terms used in this Schedule that are not otherwise defined herein shall have the meanings ascribed to them in the Master Equipment Lease Agreement (Agreement) identified by the Lease Number specified on the front of this Schedule. References in this Schedule to Total Purchase Price and Rental Payment shall mean the estimates thereof specified on the front of this Schedule, as adjusted pursuant to Section 7 of the Agreement. With respect to the Equipment described on the front of this Schedule, the terms and conditions of this Schedule shall prevail over any conflicting or inconsistent terms and conditions in the Agreement and/or any amendments thereto entered into prior to the execution of this Schedule.

1. OPTION A - FAIR MARKET VALUE PURCHASE AND RENEWAL OPTIONS. (a) If Option A has been selected, no Event of Default exists, no event has occurred and is continuing that with notice or the lapse of time or both would constitute an Event of Default, and Lessee delivers to Lessor an irrevocable written election notice at least 90 days prior to the expiration of the Applicable Term (as defined in Section 3 below), Lessee shall have the following purchase and renewal options: (i) Lessee may purchase all (but not less than all) of the Equipment at the end of the Applicable Term at Fair Market Value (as defined below); or (ii) Lessee may renew this Schedule for a Renewal Term of not less than 12 months to be agreed upon by Lessor and Lessee at Fair Rental Value (as defined below); provided, however, that the foregoing renewal option may not be exercised if Lessor reasonably determines that there has been a material adverse change in Lessee's business or financial condition since the Commencement Date. If Lessee decides not to purchase the Equipment or renew this Schedule at the end of the Applicable Term, it shall provide Lessor with irrevocable written notice thereof at least 90 days prior to the expiration of the Applicable Term and return the Equipment to Lessor in accordance with Section 18 of the Agreement.

(b) If Lessee elects to purchase the Equipment, Lessee shall pay Lessor the Fair Market Value at least 45 days prior to the expiration of the Applicable Term and shall make all other payments required hereunder during the remaining Term of this Schedule. If Lessee elects to renew this Schedule, Lessee and Lessor shall enter into a supplement to this Schedule to confirm the applicable Fair Rental Value and the length of the applicable Renewal Term. Throughout the Renewal Term, Lessee shall pay Lessor the Fair Rental Value on the same date each period that the Rental Payment was due during the Initial Term.

(c) If Lessee fails to: (i) provide Lessor with the 90 day notice required above; or (ii) pay Lessor the Fair Market Value as specified above; or (iii) return the Equipment to Lessor in accordance with Section 18 of the Agreement, the Applicable Term shall be extended for successive 90 day periods until Lessee returns the Equipment to Lessor in accordance with Section 18 of the Agreement or Lessor terminates this Schedule by 10 days' written notice to Lessee. If this Schedule is extended pursuant to the preceding sentence, Lessee shall continue to pay Lessor the periodic Rental Payments in effect prior to the expiration of the Applicable Term and all other provisions of the Agreement and this Schedule (including Lessee's purchase and renewal options) shall continue to apply.

(d) Fair Rental Value and Fair Market Value for the Equipment shall be determined by agreement of Lessor and Lessee, or, at Lessee's sole expense, by an independent appraiser selected by Lessor. Fair Rental Value means the periodic amount that would be payable for the Equipment in an arm's length transaction between an informed and willing lessee and an informed and willing lessor, neither under compulsion to transact. Fair Market Value means the total price that would be paid for the Equipment in an arm's length transaction between an informed and willing buyer (other than a used equipment dealer) under no compulsion to buy and an informed and willing seller under no compulsion to sell. In determining Fair Rental Value or Fair Market Value, the costs of removing the Equipment from the Equipment Location and moving it to a new location shall not be deducted from its value.

(e) If Lessee elects to purchase the Equipment and has completely fulfilled the terms and conditions of the Agreement and this Section 1, then on the last day of the Applicable Term: (i) this Schedule shall terminate and, except as provided in Section 25 of the Agreement, Lessee shall be relieved of all obligations under this Schedule; and (ii) Lessor shall transfer all of its interest in the Equipment to Lessee "AS IS, WHERE IS," and without any warranty, express or implied from Lessor, other than the absence of any liens or claims by, through, or under Lessor.

2. OPTION B - FIXED PRICE PURCHASE AND RENEWAL OPTIONS. (a) If Option B has been selected, no Event of Default exists, no event has occurred and is continuing that with notice or the lapse of time or both would constitute an Event of Default, and Lessee delivers to Lessor an irrevocable written election notice at least 90 days prior to the expiration of the Applicable Term (as defined in Section 3 below), Lessee shall have the following fixed price purchase and renewal options: (i) Lessee may purchase all (but not less than all) of the Equipment at the end of the Applicable Term for the amount specified on Page 1 of this Schedule (Sale Price); or (ii) Lessee may renew this Schedule for a Renewal Term of not less than 12 months at the periodic Rental Payment amount specified in Option B on Page 1 of this Schedule; or (iii) if no such amount is specified, at Fair Rental Value (Renewal Rental Payment); provided, however, that the foregoing renewal option may not be exercised if Lessor reasonably determines that there has been a material adverse change in Lessee's business or financial condition since the Commencement Date. If Lessee decides not to purchase the Equipment or renew this Schedule at the end of the Applicable Term, it shall provide Lessor with irrevocable written notice thereof at least 90 days prior to the expiration of the Applicable Term and return the Equipment to Lessor in accordance with Section 18 of the Agreement.

(b) If Lessee elects to purchase the Equipment, Lessee shall pay Lessor the Sale Price at least 45 days prior to the expiration of the Applicable Term and shall make all other payments required hereunder during the remaining Term of this Schedule. If Lessee elects to renew this Schedule, Lessee and Lessor shall enter into a supplement to this Schedule to confirm the length of the applicable Renewal Term. Throughout the Renewal Term, Lessee shall pay Lessor the Renewal Rental Payment on the same date each period that the Rental Payment was due during the Initial Term.

(c) If Lessee fails to: (i) provide Lessor with the 90 day notice required above; or (ii) pay Lessor the Sale Price as specified above; or (iii) return the Equipment to Lessor in accordance with Section 18 of the Agreement, the Applicable Term shall be extended for successive 90 day periods until Lessee returns the Equipment to Lessor in accordance with Section 18 of the Agreement or Lessor terminates this Schedule by 10 days' written notice to Lessee. If this Schedule is extended pursuant to the preceding sentence, Lessee shall continue to pay Lessor the periodic Rental Payments in effect prior to the expiration of the Applicable Term and all other provisions of the Agreement and this Schedule (including Lessee's purchase and renewal options) shall continue to apply.

(d) If Lessee elects to purchase the Equipment and has completely fulfilled the terms and conditions of the Agreement and this Section 2, then on the last day of the Applicable Term: (i) this Schedule shall terminate and, except as provided in Section 25 of the Agreement, Lessee shall be relieved of all obligations under this Schedule; and (ii) Lessor shall transfer all of its interest in the Equipment to Lessee "AS IS, WHERE IS," and without any warranty, express or implied from Lessor, other than the absence of any liens or claims by, through, or under Lessor.

3. LESSOR'S RETURN. (a) *Stipulated Loss Value.* If Section 13 of the Agreement provides that Stipulated Loss Value is a component of Lessor's Return, for purposes of this Schedule the Stipulated Loss Value of the Equipment shall equal the sum of (i) an amount calculated by Lessor that is the present value (discounted at 5% per annum compounded monthly) of all Rental Payments from the date of the Loss or Event of Default in question to the originally anticipated date of expiration of the then existing term of this Schedule (whether it be the Initial Term or any Renewal Term (Applicable Term)); plus (ii) if Option A of this Schedule has been selected, the present value (computed as described above and calculated by Lessor as of the date of the Loss or Event of Default in question) of the casualty value (determined as set forth below) of the Equipment; plus (iii) if Option B of this Schedule has been selected, the present value (computed as described above and calculated by Lessor as of the date of the Loss or Event of Default in question) of the purchase option amount set forth on Page 1 of this Schedule. The casualty value of the Equipment shall be determined by multiplying the applicable Casualty Percentage (as specified below) by the Total Purchase Price.

(b) *Casualty Percentage.* For purposes of this Schedule the applicable Casualty Percentage shall be (unless otherwise specified on Page 1 of this Schedule) 65% for a Term of less than 36 months; 50% for a Term of 36 months or greater, but less than 48 months; 40% for a Term of 48 months or greater, but less than 60 months; 30% for a Term of 60 months or greater, but less than 72 months; and 20% for a Term of 72 months or greater.

4. TAX INDEMNITY. (a) If Option A has been selected, Lessor intends to take accelerated cost recovery deductions (Recovery Deductions) under sections 167(a) and 168(b) (1) of the Internal Revenue Code of 1986, as amended (Code), and accelerated depreciation deductions under applicable state law (Depreciation Deductions). Accordingly, Lessee makes the following representations, warranties and covenants: (i) at the time Lessee accepts the Equipment pursuant to Section 3 of the Agreement, the Equipment will have been "placed in service" within the meaning of sections 167 and 168 of the Code; (ii) the Total Purchase Price shall qualify for Recovery Deductions and Depreciation Deductions (with the exception of any items that are excluded by specific language on Page 1 of this Schedule and any increase in the Total Purchase Price that is attributable to any accrued interest under a Financing Agreement); (iii) neither Lessee, nor any of its affiliates, nor any of its successors, subsidiaries or assigns was, is, or will become a tax-exempt entity described in section 168 (b) (2) of the Code at any time during the Term of this Schedule or the five years preceding the Commencement Date; and (iv) at no time during the Term of this Schedule will Lessee (or any of its successors, subsidiaries or assigns) take any action or fail to take any action (whether or not such action or omission is otherwise required by the Agreement) that results in a loss, reduction, deferral, rescission or other unavailability to Lessor of any part of the Recovery Deductions or Depreciation Deductions. If, because of a breach of this Section 4(a), Recovery Deductions or Depreciation Deductions are lost, reduced, deferred, recaptured or otherwise made unavailable to Lessor (Tax Loss), Lessee shall, upon demand by Lessor, promptly pay damages to Lessor. The amount of such damages shall be the amount necessary to provide Lessor with a Net Economic Return (as defined in Section 4(c) below) equal to the Net Economic Return that Lessor would have realized if it had not suffered a Tax Loss. A loss or damage to the Equipment will constitute a breach of this Section 4(a) if it does not result in the payment of the Lessor's Return described in Section 13 of the Agreement.

(b) The amount of such periodic Rental Payment remaining to be paid during the Applicable Term (as previously adjusted pursuant to this Section 4(b)) shall be adjusted, upwards or downwards, if changes are made to the Code (including changes in the corporate income tax rate) or any regulations promulgated thereunder that affect the federal income tax consequences to Lessor that were contemplated by Lessor when it determined the amount of the periodic Rental Payment then in effect (Tax Law Change). The net effect of any adjustment under this Section 4(b) shall be to provide Lessor a Net Economic Return equal to the Net Economic Return that Lessor would have realized if no Tax Law Change had occurred.

(c) Any damages required by Section 4(c) above and any adjustment required by Section 4(b) above shall be in the amount necessary to provide Lessor a net after-tax yield, net after-tax cash flow and net after-tax book earnings (Net Economic Return) equal to the Net Economic Return Lessor would have realized with respect to the transaction contemplated by this Schedule if a Tax Loss or Tax Law Change (as applicable) had not occurred, assuming Lessee would fulfill all of its obligations hereunder, and shall be based upon the same assumptions and pricing analysis used by Lessor in determining the amount of the periodic Rental Payment then in effect, except to the extent such assumptions are affected by the Tax Loss or Tax Law Change (as applicable) at issue. Without limiting the generality of the foregoing, it shall be irrefutably presumed that all income of Lessor for any year is subject to tax at the highest then applicable federal income tax rate generally applicable to corporations and that Lessor has sufficient taxable income to offset all deductions arising hereunder.

(d) With respect to any damages or adjustments calculated by Lessor as set forth above (Calculation Amount), at the request and expense of Lessee, Lessor shall submit the assumptions and calculations underlying any such Calculation Amount to Lessor's independent certified public accountants for verification of the maintenance of Lessor's Net Economic Return. Such accountants' determination that the Calculation Amount does or does not maintain Lessor's Net Economic Return (and, in the case of the latter, such accountants' determination of the adjusted amount that would so maintain such Net Economic Return) shall be binding upon Lessor and Lessee. Lessee agrees that any information provided to such accountants by Lessor and such accountants shall be confidential property of Lessor and that no person other than Lessor and such accountants shall be entitled access thereto.

5. SECURITY INTEREST. If Option A has been selected, Lessor and Lessee intend the transaction described in this Schedule to be a true lease, and Lessee hereby authorizes Lessor to file a financing statement to give public notice of Lessor's ownership of the Equipment. If such transaction is deemed by a court of competent jurisdiction to be a lease intended for security or if Option B has been selected, to secure payment and performance of Lessor's obligations under the Agreement and this Schedule, Lessee grants Lessor and its assigns a purchase money security interest in the Equipment and in all attachments, accessories, additions, substitutions, products, replacements, rentals and proceeds (including insurance proceeds) therefrom as well as a security interest in any other equipment financed pursuant to the Agreement or any other agreement between Lessor and Lessee (collectively, Collateral). Lessee shall execute and timely deliver to Lessor financing statements or any other documents Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. Lessor or Lessor's agent may file as a financing statement any lease document (or copy thereof, where permitted by law) Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. If Lessee fails to execute any such document, Lessor or Lessor's agent is hereby authorized to file any of the foregoing signed only by Lessor or Lessor's agent.

6. LEASING ADDITIONAL EQUIPMENT. Lessee may request Lessor to finance the costs of any additional equipment by sending Lessor a purchase order or by contacting Lessor or the Seller by telephone or in writing. If the total cost of such additional equipment (Additional Equipment) is Twenty-Five Thousand Dollars or less and if Lessor agrees to lease such Additional Equipment to Lessee, Lessor will signify its agreement by preparing and sending to Lessee a written (Additional Lease) describing the Additional Equipment and specifying the amount and frequency of the Rental Payments, the length of Initial Term, the applicable purchase and renewal options and such other terms and conditions that apply to such lease. **LESSEE AGREES THAT IF LESSOR DOES NOT RECEIVE A WRITTEN OBJECTION TO THE ADDITIONAL LEASE FROM LESSEE WITHIN 10 DAYS AFTER THE DATE OF THE ADDITIONAL LEASE, LESSEE SHALL BE DEEMED TO HAVE (a) IRREVOCABLY ACCEPTED THE ADDITIONAL EQUIPMENT, (b) AUTHORIZED LESSOR TO PAY THE SELLER FOR THE ADDITIONAL EQUIPMENT AND (c) AGREED THAT, EXCEPT AS OTHERWISE SPECIFIED IN THE ADDITIONAL LEASE, SUCH ADDITIONAL LEASE SHALL BE GOVERNED BY ALL OF THE TERMS AND CONDITIONS OF THIS SCHEDULE.** If Lessee objects in the manner and within the timeframe set forth above, the Additional Lease shall be null and void and Lessee shall be responsible for fulfilling the obligations of the purchaser under the applicable Purchase Documents.

7. ASSIGNMENT OF PURCHASE DOCUMENTS. Lessee hereby assigns to Lessor all of Lessor's right and interests in and to (a) the Equipment described in this Schedule and (b) any Purchase Documents (including any purchase order issued by Lessor as Lessor's agent) relating thereto. Except for the obligation to pay Seller for the Equipment if (and only if) the Equipment is accepted by Lessee pursuant to the Agreement, such assignment shall not include any of the obligations of the purchaser under the Purchase Documents and Lessee shall at all times remain liable to Seller to perform all of the duties and obligations of the purchaser under the Purchase Documents to the same extent as if an assignment had not occurred. If Seller is not an affiliate of Lessor, Lessee shall obtain Seller's written consent to such assignment and written agreement that upon any return of the Equipment to Lessor, or on additional fee or charge Seller will either (y) grant Lessor any applicable license relating to the use of any software, technical information, confidential business information and other documentation (collectively, Licenses) and permit Lessor to assign such License to any subsequent end-user of the Equipment; or (z) grant any subsequent end-user of the Equipment an applicable License, subject to Seller's then-current licensing provisions. Lessee shall at all times remain liable to Seller as the licensee under the License, and Lessor shall not have any obligation thereunder unless and until such License is provided to Lessor in accordance herewith.

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Master Equipment Lease Agreement Schedule

Product Placement



Lucent Technologies

| | | |
|------------------------------------|--|--------------------------|
| SSEE: BBN CORPORATION | LESSOR: Newcourt Communications Finance Corporation | |
| 150 CAMBRIDGE PARK DRIVE | 2 Gatehall Drive, Parsippany, NJ 07054 | |
| State / Zip CAMBRIDGE, MA 02140 | Lease Number E212580 | Schedule Number 00550 |

LLER: LUCENT TECHNOLOGIES INCTotal Price Including
Installation/One-Time Charges

Description of Items to be Leased (the Equipment)

This Schedule describes a coterminous addition (Addition) to the equipment described in Schedule Number 00200 (Primary Schedule). Accordingly, (a) if Lessee purchases or renews the Equipment described in the Primary Schedule, Lessee shall, as applicable, purchase the Addition or renew this schedule for a Renewal Term of the same length as the Renewal Term of the Primary Schedule; and (b) if Lessee is required to pay Lessor the Lessor's Return with respect to the Primary schedule, Lessee shall pay Lessor the Lessor's Return with respect to this schedule.

Equipment subject hereto shall include the LUCENT MERLIN LEGEND ADD ON EQUIPMENT and all other items of equipment, and all attachments, alterations, and additions thereto, and all parts thereof, and a right to use license for any software related thereto and related documentation, set forth in the attached copy(s) of the equipment orders(s) between the Lessee and the Seller or Supplier, consisting of 5 page(s), and all amendments or supplements to such equipment order(s) as reflected in the invoice(s) of the Seller or Supplier.

| | | | |
|---|---|--|--------------------------------------|
| on A..... ee selects a fair market value purchase n and a fair rental value renewal option. | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | Total This Page | \$ 0.00 |
| on B..... ee selects (i) a fixed price purchase option her \$ _____ or _____ % of the Total Purchase Price, (ii) a fixed price renewal option of _____ % periodic Rental Payment. | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | Attached (S) Sub Total(s) from Additional Pages | \$ 34,338.00 |
| TERMS AND CONDITIONS OF THE FOREGOING OPTIONS AND OTHER RTANT PROVISIONS ARE SET FORTH ON THE BACK OF THIS SCHEDULE. | | Total Purchase Price (Sum of total prices including installation/one-time charges) | \$ 34,338.00 |
| ment Location | | Advance Rent | Rental Payment |
| 2400 BROADWAY STE 375 SANTA MONICA, CA 90404 | | \$ 0.00 | 885.04 |
| | | Rental Payment Period Monthly | Latest Commencement Date 10/30/98 |
| | | Length of Initial Term | 43 months |

SCHEDULE SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER EQUIPMENT LEASE AGREEMENT REFERENCED BY THE LEASE NUMBER SPECIFIED ABOVE (AGREEMENT) BETWEEN LESSEE, AS LESSEE, AND LESSOR OR NEWCOURT CREDIT GROUP, INC. OR ANY AFFILIATE OR SUBSIDIARY THEREOF, AS LESSOR, AND BY THE TERMS AND CONDITIONS SET FORTH ON FRONT AND BACK OF THIS SCHEDULE. PURSUANT TO SUCH TERMS AND CONDITIONS (WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS), LESSEE AGREES TO LEASE FROM R (AS SPECIFIED BELOW) AND LESSOR AGREES TO LEASE TO LESSEE THE ABOVE REFERENCED EQUIPMENT. IT IS UNDERSTOOD AND AGREED THAT THE TERMS AND CONDITIONS OF THIS SCHEDULE MAY BE DIFFERENT FROM THE TERMS AND CONDITIONS OF PRIOR SCHEDULES AND THAT ANY ASSIGNMENT OR TRANSFER PURSUANT TO SECTION 23 OF THE AGREEMENT BY LESSOR OR LESSEE SHALL NOT MATERIALLY CHANGE LESSEE'S OBLIGATIONS HEREUNDER. LESSEE REPRESENTS AND WARRANTS THAT IT SHALL LOOK ONLY TO THE SELLER FOR ANY AND ALL CLAIMS AND DEFENSES RELATING TO THE EQUIPMENT AND THAT IT EITHER HAS REVIEWED, APPROVED AND RECEIVED A COPY OF THE APPLICABLE PURCHASE DOCUMENTS OR HAS BEEN INFORMED BY LESSOR THAT IT MAY HAVE RIGHTS UNDER THE PURCHASE DOCUMENTS AND MAY CONTACT SELLER FOR A DESCRIPTION OF SUCH RIGHTS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES ALL RIGHTS AND REMEDIES CONFERRED UPON LESSEE BY ARTICLE 2A OF THE UCC AND ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE THAT MAY LIMIT OR INFRINGE THE LESSOR'S RIGHTS AS DESCRIBED IN THE AGREEMENT, THIS SCHEDULE OR ANY OTHER FUNDAMENTAL AGREEMENT (AS DEFINED IN THE AGREEMENT).

BBN CORPORATION

Lessee
X *[Signature]*
Lessee Authorized Signature
Bruce Haskin
Print Name and Title

NEWCOURT COMMUNICATIONS FINANCE CORPORATION

By: X
Lessor Authorized Signature

Print Name and Title

MELATV - LTFF-CC05B 8/98

The terms and conditions set forth below shall apply. Options A and B on the front of this Schedule; provided, however, that Lessee may select only one of the two aforementioned options. If Lessee selects Option A, the Tax Indemnity provision set forth below (Section 4) shall apply to this Schedule. If no election is indicated on the front of this Schedule, Lessee shall be deemed to have selected Option A.

Capitalized terms used in this Schedule that are not otherwise defined herein shall have the meanings ascribed to them in the Master Equipment Lease Agreement (Agreement) identified by the Lease Number specified on the front of this Schedule. References in this Schedule to Total Purchase Price and Rental Payment shall mean the estimates thereof specified on the front of this Schedule, as adjusted pursuant to Section 7 of the Agreement. With respect to the Equipment described on the front of this Schedule, the terms and conditions of this Schedule shall prevail over any conflicting or inconsistent terms and conditions in the Agreement and/or any amendments thereto entered into prior to the execution of this Schedule.

OPTION A - FAIR MARKET VALUE PURCHASE AND RENEWAL OPTIONS. (a) If Option A has been selected, no Event of Default exists, no event has occurred and is continuing that with notice or the lapse of time or both would constitute an Event of Default, and Lessee delivers to Lessor an irrevocable written election notice at least 90 days prior to the expiration of the Applicable Term (as defined in Section 3 below), Lessee shall have the following purchase and renewal options: (i) Lessee may purchase all (but not less than all) of the Equipment at the end of the Applicable Term at Fair Market Value (as defined below); or (ii) Lessee may renew this Schedule for a Renewal Term of not less than 12 months to be agreed upon by Lessor and Lessee at Fair Rental Value (as defined below); provided, however, that the foregoing renewal option may not be exercised if Lessor reasonably determines that there has been a material adverse change in Lessee's business or financial condition since the Commencement Date. If Lessee decides not to purchase the Equipment or renew this Schedule at the end of the Applicable Term, it shall provide Lessor with irrevocable written notice thereof at least 90 days prior to the expiration of the Applicable Term and return the Equipment to Lessor in accordance with Section 18 of the Agreement.

(b) If Lessee elects to purchase the Equipment, Lessee shall pay Lessor the Fair Market Value at least 45 days prior to the expiration of the Applicable Term and shall make all other payments required hereunder during the remaining Term of this Schedule. If Lessee elects to renew this Schedule, Lessee and Lessor shall enter into a supplement to this Schedule to confirm the applicable Fair Rental Value and the length of the applicable Renewal Term. Throughout the Renewal Term, Lessee shall pay Lessor the Fair Rental Value on the same date each period that the Rental Payment was due during the Initial Term.

(c) If Lessee fails to: (i) provide Lessor with the 90 day notice required above; or (ii) pay Lessor the Fair Market Value as specified above; or (iii) return the Equipment to Lessor in accordance with Section 18 of the Agreement, the Applicable Term shall be extended for successive 90 day periods until Lessee returns the Equipment to Lessor in accordance with Section 18 of the Agreement or Lessor terminates this Schedule by 10 days' written notice to Lessee. If this Schedule is extended pursuant to the preceding sentence, Lessee shall continue to pay Lessor the periodic Rental Payments in effect prior to the expiration of the Applicable Term and all other provisions of the Agreement and this Schedule (including Lessee's purchase and renewal options) shall continue to apply.

(d) Fair Rental Value and Fair Market Value for the Equipment shall be determined by agreement of Lessor and Lessee, or, at Lessee's sole expense, by an independent appraiser selected by Lessor. Fair Rental Value means the periodic amount that would be payable for the Equipment in an arm's length transaction between an informed and willing lessee and an informed and willing lessor, neither under compulsion to lease. Fair Market Value means the total price that would be paid for the Equipment in an arm's length transaction between an informed and willing buyer (other than a used equipment dealer) under no compulsion to buy and an informed and willing seller under no compulsion to sell. In determining Fair Rental Value or Fair Market Value, the costs of removing the Equipment from the Equipment Location and moving it to a new location shall not be deducted from its value.

(e) If Lessee elects to purchase the Equipment and has completely fulfilled the terms and conditions of the Agreement and this Section 1, then on the last day of the Applicable Term: (i) this Schedule shall terminate and, except as provided in Section 25 of the Agreement, Lessee shall be relieved of all obligations under this Schedule; and (ii) Lessor shall transfer all of its interest in the Equipment to Lessee "AS IS, WHERE IS," and without any warranty, express or implied from Lessor, other than the absence of any liens or claims by, through, or under Lessor.

OPTION B - FIXED PRICE PURCHASE AND RENEWAL OPTIONS. (a) If Option B has been selected, no Event of Default exists, no event has occurred and is continuing that with notice or the lapse of time or both would constitute an Event of Default, and Lessee delivers to Lessor an irrevocable written election notice at least 90 days prior to the expiration of the Applicable Term (as defined in Section 3 below), Lessee shall have the following fixed price purchase and renewal options: (i) Lessee may purchase all (but not less than all) of the Equipment at the end of the Applicable Term for the amount specified on Page 1 of this Schedule (Sale Price); or (ii) Lessee may renew this Schedule for a Renewal Term of not less than 12 months at the periodic Rental Payment amount specified in Option B on Page 1 of this Schedule; or, if no such amount is specified, at Fair Rental Value (Renewal Rental Payment); provided, however, that the foregoing renewal option may not be exercised if Lessor reasonably determines that there has been a material adverse change in Lessee's business or financial condition since the Commencement Date. If Lessee decides not to purchase the Equipment or renew this Schedule at the end of the Applicable Term, it shall provide Lessor with irrevocable written notice thereof at least 90 days prior to the expiration of the Applicable Term and return the Equipment to Lessor in accordance with Section 18 of the Agreement.

(b) If Lessee elects to purchase the Equipment, Lessee shall pay Lessor the Sale Price at least 45 days prior to the expiration of the Applicable Term and shall make all other payments required hereunder during the remaining Term of this Schedule. If Lessee elects to renew this Schedule, Lessee and Lessor shall enter into a supplement to this Schedule to confirm the length of the applicable Renewal Term. Throughout the Renewal Term, Lessee shall pay Lessor the Renewal Rental Payment on the same date each period that the Rental Payment was due during the Initial Term.

(c) If Lessee fails to: (i) provide Lessor with the 90 day notice required above; or (ii) pay Lessor the Sale Price as specified above; or (iii) return the Equipment to Lessor in accordance with Section 18 of the Agreement, the Applicable Term shall be extended for successive 90 day periods until Lessee returns the Equipment to Lessor in accordance with Section 18 of the Agreement or Lessor terminates this Schedule by 10 days' written notice to Lessee. If this Schedule is extended pursuant to the preceding sentence, Lessee shall continue to pay Lessor the periodic Rental Payments in effect prior to the expiration of the Applicable Term and all other provisions of the Agreement and this Schedule (including Lessee's purchase and renewal options) shall continue to apply.

(d) If Lessee elects to purchase the Equipment and has completely fulfilled the terms and conditions of the Agreement and this Section 2, then on the last day of the Applicable Term: (i) this Schedule shall terminate and, except as provided in Section 25 of the Agreement, Lessee shall be relieved of all obligations under this Schedule; and (ii) Lessor shall transfer all of its interest in the Equipment to Lessee "AS IS, WHERE IS," and without any warranty, express or implied from Lessor, other than the absence of any liens or claims by, through, or under Lessor.

LESSOR'S RETURN. (a) *Stipulated Loss Factor.* If Section 13 of the Agreement provides that Stipulated Loss Value is a component of Lessor's Return, for purposes of this Schedule the Stipulated Loss Value of the Equipment shall equal the sum of (i) an amount calculated by Lessor that is the present value (discounted at 3% per annum compounded monthly) of all Rental Payments from the date of the Loss or Event of Default in question to the originally anticipated date of expiration of the then existing term of this Schedule (whether it be the Initial Term or any Renewal Term (Applicable Term)); plus (ii) if Option A of this Schedule has been selected, the present value (computed as described above and calculated by Lessor as of the date of the Loss or Event of Default in question) of the casualty value (determined as set forth below) of the Equipment; plus (iii) if Option B of this Schedule has been selected, the present value (computed as described above and calculated by Lessor as of the date of the Loss or Event of Default in question) of the purchase option amount set forth on Page 1 of this Schedule. The casualty value of the Equipment shall be determined by multiplying the applicable Casualty Percentage (as specified below) by the Total Purchase Price.

(b) *Casualty Percentage.* For purposes of this Schedule the applicable Casualty Percentage shall be (unless otherwise specified on Page 1 of this Schedule) 65% for a Term of less than 36 months; 50% for a Term of 36 months or greater, but less than 48 months; 40% for a Term of 48 months or greater, but less than 60 months; 30% for a Term of 60 months or greater, but less than 72 months; and 20% for a Term of 72 months or greater.

TAX INDEMNITY. (a) If Option A has been selected, Lessor intends to take accelerated cost recovery deductions (Recovery Deductions) under sections 167(a) and 168(b) (1) of the Internal Revenue Code of 1986, as amended (Code), and accelerated depreciation deductions under applicable state law (Depreciation Deductions). Accordingly, Lessee makes the following representations, warranties and covenants: (i) at the time Lessee accepts the Equipment pursuant to Section 3 of the Agreement, the Equipment will have been "placed in service" within the meaning of sections 167 and 168 of the Code; (ii) the Total Purchase Price shall qualify for Recovery Deductions and Depreciation Deductions (with the exception of any items that are excluded by specific language on Page 1 of this Schedule and any increase in the Total Purchase Price that is attributable to any accrued interest under a Financing Agreement); (iii) neither Lessee, nor any of its affiliates, nor any of its successors, subsidiaries or assigns was, is, or will become a tax-exempt entity described in section 168 (b) (2) of the Code at any time during the Term of this Schedule or the five years preceding the Commencement Date; and (iv) at no time during the Term of this Schedule will Lessee (or any of its successors, subsidiaries or assigns) take any action or fail to take any action (whether or not such act or omission is otherwise required by the Agreement) that results in a loss, reduction, deferral, recapture or other unavailability to Lessor of any part of the Recovery Deductions or Depreciation Deductions. If, because of a breach of this Section 4(a), Recovery Deductions or Depreciation Deductions are lost, reduced, deferred, recaptured or otherwise made unavailable to Lessor (Tax Loss), Lessee shall, upon demand by Lessor, promptly pay damages to Lessor. The amount of such damages shall be the amount necessary to provide Lessor with a Net Economic Return (as defined in Section 4(c) below) equal to the Net Economic Return that Lessor would have realized if it had not suffered a Tax Loss. A loss or damage to the Equipment will constitute a breach of this Section 4(a) if it does not result in the payment of the Lessor's Return described in Section 13 of the Agreement.

(b) The amount of each periodic Rental Payment remaining to be paid during the Applicable Term (as previously adjusted pursuant to this Section 4(b)) shall be adjusted, upwards or downwards, if changes are made to the Code (including changes in the corporate income tax rates) or any regulations promulgated thereunder that affect the federal income tax consequences to Lessor that were contemplated by Lessor when it determined the amount of the periodic Rental Payment then in effect (Tax Law Change). The net effect of any adjustment under this Section 4(b) shall be to provide Lessor a Net Economic Return equal to the Net Economic Return that Lessor would have realized if no Tax Law Change had occurred.

(c) Any damages required by Section 4(c) above and any adjustment required by Section 4(b) above shall be in the amount necessary to provide Lessor a net after-tax yield, not after-tax cash flow and not after-tax book earnings (Net Economic Return) equal to the Net Economic Return Lessor would have realized with respect to the transaction contemplated by this Schedule if a Tax Loss or Tax Law Change (as applicable) had not occurred, assuming Lessee would fulfill all of its obligations hereunder, and shall be based upon the same assumptions and pricing analysis used by Lessor in determining the amount of the periodic Rental Payment then in effect, except to the extent such assumptions are affected by the Tax Loss or Tax Law Change (as applicable) at issue. Without limiting the generality of the foregoing, it shall be irrevocably presumed that all income of Lessor for any year is subject to tax at the highest then applicable federal income tax rate generally applicable to corporations and that Lessor has sufficient taxable income to offset all deductions arising hereunder.

(d) With respect to any damages or adjustments calculated by Lessor as set forth above (Calculation Amount), at the request and expense of Lessee, Lessor shall submit the assumptions and calculations underlying any such Calculation Amount to Lessor's independent certified public accountant for verification of the maintenance of Lessor's Net Economic Return. Such accountant's determination that the Calculation Amount does or does not maintain Lessor's Net Economic Return (and, in the case of the latter, such accountant's determination of the adjusted amount that would maintain such Net Economic Return) shall be binding upon Lessor and Lessee. Lessee agrees that any information provided to such accountants by Lessee constitutes private, proprietary and confidential property of Lessor and that no person other than Lessor and such accountants shall be entitled access thereto.

SECURITY INTEREST. If Option A has been selected, Lessor and Lessee intend the transaction described in this Schedule to be a true lease, and Lessee hereby authorizes Lessor to file a financing statement to give public notice of Lessor's ownership of the Equipment. If such transaction is deemed by a court of competent jurisdiction to be a lease intended for security or if Option B has been selected, to secure payment and performance of Lessee's obligations under the Agreement and this Schedule, Lessee grants Lessor and it assigns a purchase money security interest in the Equipment and in all attachments, accessories, additions, substitutions, products, replacements, rentals and proceeds (including insurance proceeds) hereof as well as a security interest in any other equipment financed pursuant to the Agreement or any other agreement between Lessor and Lessee (collectively, Collateral). Lessee shall execute and timely deliver to Lessor financing statements or any other documents Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. Lessor or Lessor's agent may file as a financing statement any lease document (or copy thereof, where permitted by law) Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. If Lessee fails to execute any such document, Lessor or Lessor's agent is hereby authorized to file any of the foregoing signed only by Lessor or Lessor's agent.

LEASING ADDITIONAL EQUIPMENT. Lessee may request Lessor to finance the costs of any additional equipment by sending Lessor a purchase order or by contacting Lessor or the Seller by telephone or in writing. If the total cost of such additional equipment (Additional Equipment) is Twenty-Five Thousand Dollars or less and if Lessor agrees to lease such Additional Equipment to Lessee, Lessor will signify its agreement by preparing and sending to Lessee a written (Additional Lease) describing the Additional Equipment and specifying the amount and frequency of the Rental Payments, the Length of Initial Term, the applicable purchase and renewal options and such other terms and conditions that apply to such lease. **LESSEE AGREES THAT IF LESSOR DOES NOT RECEIVE A WRITTEN OBJECTION TO THE ADDITIONAL LEASE FROM LESSEE WITHIN 10 DAYS AFTER THE DATE OF THE ADDITIONAL LEASE, LESSEE SHALL BE DEEMED TO HAVE (a) IRREVOCABLY ACCEPTED THE ADDITIONAL EQUIPMENT, (b) AUTHORIZED LESSOR TO PAY THE SELLER FOR THE ADDITIONAL EQUIPMENT, AND (c) AGREED THAT, EXCEPT AS OTHERWISE SPECIFIED IN THE ADDITIONAL LEASE, SUCH ADDITIONAL LEASE SHALL BE GOVERNED BY ALL OF THE TERMS AND CONDITIONS OF THIS SCHEDULE.** If Lessee objects in the manner and within the timeframes set forth above, the Additional Lease shall be null and void and Lessee shall be responsible for fulfilling the obligations of the purchaser under the applicable Purchase Documents.

ASSIGNMENT OF PURCHASE DOCUMENTS. Lessee hereby assigns to Lessor all of Lessor's right and interests in and to (a) the Equipment described in this Schedule and (b) any Purchase Documents (including any purchase order issued by Lessor as Lessor's agent) relating thereto. Except for the obligation to pay Seller for the Equipment (if and only if) the Equipment is accepted by Lessee pursuant to the Agreement, such assignment shall not include any of the obligations of the purchaser under the Purchase Documents and Lessee shall at all times remain liable to Seller to perform all of the duties and obligations of the purchaser under the Purchase Documents to the same extent as if an assignment had not occurred. If Seller is not an affiliate of Lessor, Lessee shall obtain Seller's written consent to such assignment and written agreement that upon any return of the Equipment to Lessor, at no additional fee or charge Seller will either (y) grant Lessor any applicable license relating to the use of any software, technical information, confidential business information and other documentation (collectively, Licenses) and permit Lessor to assign such License to any subsequent end-user of the Equipment; or (z) grant any subsequent end-user of the Equipment an applicable License, subject to Seller's then-current licensing provisions. Lessee shall at all times remain liable to Seller as the licensee under the Licenses, and Lessor shall not have any obligation thereunder unless and until such License is provided to Lessor in accordance herewith.

03473

Schaumburg

IELAV LTPF-CC058 8-98

Master Equipment Lease Agreement Schedule

Product Placement



Lucent Technologies

| | | |
|---------------------------------------|--|--------------------------|
| LESSEE: BBN CORPORATION | LESSOR: Newcourt Communications Finance Corporation | |
| Address 150 CAMBRIDGE PARK DRIVE | 2 Gatehall Drive, Parsippany, NJ 07054 | |
| City/State/Zip CAMBRIDGE, MA 02140 | Lease Number E212580 | Schedule Number 00600 |

SELLER: LUCENT TECHNOLOGIESTotal Price Including
Installation/One-Time Charges

Description of Items to be Leased (the Equipment)

This Schedule describes a coterminous addition (Addition) to the equipment described in Schedule Number 00020 (Primary Schedule). Accordingly, (a) if Lessee purchases or renews the Equipment described in the Primary Schedule, Lessee shall, as applicable, purchase the Addition or renew this schedule for a Renewal Term of the same length as the Renewal Term of the Primary Schedule; and (b) if Lessee is required to pay Lessor the Lessor's Return with respect to the Primary schedule, Lessee shall pay Lessor the Lessor's Return with respect to this schedule.

Equipment subject hereto shall include the LUCENT INTUITY NETWORKING and all other items of equipment, and all attachments, alterations, and additions thereto, and all parts thereof, and a right to use license for any software related thereto and related documentation, set forth in the attached copy(s) of the equipment order(s) between the Lessee and the Seller or Supplier, consisting of 2 page(s), and all amendments or supplements to such equipment order(s) as reflected in the invoice(s) of the Seller or Supplier.

IL Tax of \$ 2525.45 is included in the Total Purchase Price.

| | | | |
|---|---|--|--------------------------------------|
| Option A..... Lessee selects a fair market value purchase option and a fair rental value renewal option. | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | Total This Page | \$ 0.00 |
| Option B..... Lessee selects (i) a fixed price purchase option of either \$ _____ or _____ % of the Total Purchase Price, and (ii) a fixed price renewal option of _____ % of the periodic Rental Payment. | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | Attached (2) Sub Total(s) from Additional Pages | \$ 30,611.50 |
| THE TERMS AND CONDITIONS OF THE FOREGOING OPTIONS AND OTHER IMPORTANT PROVISIONS ARE SET FORTH ON THE BACK OF THIS SCHEDULE. | | Total Purchase Price (Sum of total prices including installation/one-time charges) | \$ 30,611.50 |
| Equipment Location 1515 WOODFIELD ROAD SCHAUMBURG, IL 60173 | | Advance Rent | Rental Payment |
| | | \$ 1,063.12 | \$ 1,063.12 |
| | | Rental Payment Period Monthly | Latest Commencement Date 10/30/98 |
| | | Length of Initial Term | 31 months |

THIS SCHEDULE SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER EQUIPMENT LEASE AGREEMENT REFERENCED BY THE LEASE NUMBER SPECIFIED ABOVE (AGREEMENT) BY AND BETWEEN LESSEE, AS LESSEE, AND LESSOR OR NEWCOURT CREDIT GROUP, INC. OR ANY AFFILIATE OR SUBSIDIARY THEREOF, AS LESSOR, AND BY THE TERMS AND CONDITIONS SET FORTH ON THE FRONT AND BACK OF THIS SCHEDULE PURSUANT TO SUCH TERMS AND CONDITIONS (WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS), LESSEE AGREES TO LEASE FROM LESSOR (AS SPECIFIED BELOW) AND LESSOR AGREES TO LEASE TO LESSEE THE ABOVE REFERENCED EQUIPMENT. IT IS UNDERSTOOD AND AGREED THAT THE TERMS AND CONDITIONS OF THIS SCHEDULE MAY BE DIFFERENT FROM THE TERMS AND CONDITIONS OF PRIOR SCHEDULES AND THAT ANY ASSIGNMENT OR TRANSFER PURSUANT TO SECTION 23 OF THE AGREEMENT BY LESSOR OR ANY ASSIGNEE SHALL NOT MATERIALLY CHANGE LESSEE'S OBLIGATIONS HEREUNDER. LESSEE REPRESENTS AND WARRANTS THAT IT SHALL LOOK ONLY TO THE SELLER FOR ANY AND ALL CLAIMS AND WARRANTIES RELATING TO THE EQUIPMENT AND THAT IT EITHER HAS REVIEWED, APPROVED AND RECEIVED A COPY OF THE APPLICABLE PURCHASE DOCUMENTS OR HAS BEEN INFORMED BY LESSOR THAT IT MAY HAVE RIGHTS UNDER THE PURCHASE DOCUMENTS AND MAY CONTACT SELLER FOR A DESCRIPTION OF SUCH RIGHTS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON LESSEE BY ARTICLE 2A OF THE UCC AND ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY THE LESSOR'S RIGHTS AS DESCRIBED IN THE AGREEMENT, THIS SCHEDULE OR ANY OTHER FUNDAMENTAL AGREEMENT (AS DEFINED IN THE AGREEMENT).

BBN CORPORATION

NEWCOURT COMMUNICATIONS FINANCE CORPORATION

By: X Barbara Haskin
Lessee Authorized Signature
Barbara Haskin
Print Name and Title
12/23/98

By: X
Lessor Authorized Signature

Print Name and Title

MELATV - LTPF-CC05B 8/98

The terms and conditions set forth below shall apply. Options A and B on the front of this Schedule; provided, however, that Lessee may select only one of the two aforementioned options. If Lessee selects Option A, the Tax Indemnity provision set forth below (Section 4) shall apply to this Schedule. If no election is indicated on the front of this Schedule, Lessee shall be deemed to have selected Option A.

Capitalized terms used in this Schedule that are not otherwise defined herein shall have the meanings ascribed to them in the Master Equipment Lease Agreement (Agreement) identified by the Lease Number specified on the front of this Schedule. References in this Schedule to Total Purchase Price and Rental Payment shall mean the amounts thereof specified on the front of this Schedule, as adjusted pursuant to Section 7 of the Agreement. With respect to the Equipment described on the front of this Schedule, the terms and conditions of this Schedule shall prevail over any conflicting or inconsistent terms and conditions in the Agreement and/or any amendments thereto entered into prior to the execution of this Schedule.

OPTION A - FAIR MARKET VALUE PURCHASE AND RENEWAL OPTIONS. (a) If Option A has been selected, no Event of Default exists, no event has occurred and is continuing that with notice or the lapse of time or both would constitute an Event of Default, and Lessee delivers to Lessor an irrevocable written election notice at least 90 days prior to the expiration of the Applicable Term (as defined in Section 3 below). Lessee shall have the following purchase and renewal options: (i) Lessee may purchase all (but not less than all) of the Equipment at the end of the Applicable Term at Fair Market Value (as defined below); or (ii) Lessee may renew this Schedule for a Renewal Term of not less than 12 months to be agreed upon by Lessor and Lessee at Fair Rental Value (as defined below); provided, however, that the foregoing renewal option may not be exercised if Lessor reasonably determines that there has been a material adverse change in Lessee's business or financial condition since the Commencement Date. If Lessor decides not to purchase the Equipment or renew this Schedule at the end of the Applicable Term, it shall provide Lessor with irrevocable written notice thereof at least 90 days prior to the expiration of the Applicable Term and return the Equipment to Lessor in accordance with Section 18 of the Agreement.

(b) If Lessee elects to purchase the Equipment, Lessee shall pay Lessor the Fair Market Value at least 45 days prior to the expiration of the Applicable Term and shall make all other payments required hereunder during the remaining Term of this Schedule. If Lessee elects to renew this Schedule, Lessor and Lessee shall enter into a supplement to this Schedule to confirm the applicable Fair Rental Value and the length of the applicable Renewal Term. Throughout the Renewal Term, Lessee shall pay Lessor the Fair Rental Value on the same date each period that the Rental Payment was due during the Initial Term.

(c) If Lessee fails to: (i) provide Lessor with the 90 day notice required above; or (ii) pay Lessor the Fair Market Value as specified above; or (iii) return the Equipment to Lessor in accordance with Section 18 of the Agreement, the Applicable Term shall be extended for successive 90 day periods until Lessee returns the Equipment to Lessor in accordance with Section 18 of the Agreement or Lessor terminates this Schedule by 10 days' written notice to Lessee. If this Schedule is extended pursuant to the preceding sentence, Lessee shall continue to pay Lessor the periodic Rental Payments in effect prior to the expiration of the Applicable Term and all other provisions of the Agreement and this Schedule (including Lessee's purchase and renewal options) shall continue to apply.

(d) Fair Rental Value and Fair Market Value for the Equipment shall be determined by agreement of Lessor and Lessee, or, at Lessor's sole expense, by an independent appraiser selected by Lessor. Fair Rental Value means the periodic amount that would be payable for the Equipment in an arm's length transaction between an informed and willing lessee and an informed and willing lessor, neither under compulsion to lease. Fair Market Value means the total price that would be paid for the Equipment in an arm's length transaction between an informed and willing buyer (other than a used equipment dealer) under no compulsion to buy and an informed and willing seller under no compulsion to sell. In determining Fair Rental Value or Fair Market Value, the costs of removing the Equipment from the Equipment Location and moving it to a new location shall not be deducted from its value.

(e) If Lessee elects to purchase the Equipment and has completely fulfilled the terms and conditions of the Agreement and this Section 1, then on the last day of the Applicable Term: (i) this Schedule shall terminate and, except as provided in Section 25 of the Agreement, Lessee shall be relieved of all obligations under this Schedule; and (ii) Lessor shall transfer all of its interest in the Equipment to Lessee "AS IS, WHERE IS," and without any warranty, express or implied from Lessor, other than the absence of any liens or claims by, through, or under Lessor.

OPTION B - FIXED PRICE PURCHASE AND RENEWAL OPTIONS. (a) If Option B has been selected, no Event of Default exists, no event has occurred and is continuing that with notice or the lapse of time or both would constitute an Event of Default, and Lessee delivers to Lessor an irrevocable written election notice at least 90 days prior to the expiration of the Applicable Term (as defined in Section 3 below). Lessee shall have the following fixed price purchase and renewal options: (i) Lessee may purchase all (but not less than all) of the Equipment at the end of the Applicable Term for the amount specified on Page 1 of this Schedule (Sale Price); or (ii) Lessee may renew this Schedule for a Renewal Term of not less than 12 months at the periodic Rental Payment amount specified in Option B on Page 1 of this Schedule; or, if no such amount is specified, at Fair Rental Value (Renewal Rental Payment); provided, however, that the foregoing renewal option may not be exercised if Lessor reasonably determines that there has been a material adverse change in Lessee's business or financial condition since the Commencement Date. If Lessor decides not to purchase the Equipment or renew this Schedule at the end of the Applicable Term, it shall provide Lessor with irrevocable written notice thereof at least 90 days prior to the expiration of the Applicable Term and return the Equipment to Lessor in accordance with Section 18 of the Agreement.

(b) If Lessee elects to purchase the Equipment, Lessee shall pay Lessor the Sale Price at least 45 days prior to the expiration of the Applicable Term and shall make all other payments required hereunder during the remaining Term of this Schedule. If Lessee elects to renew this Schedule, Lessor and Lessee shall enter into a supplement to this Schedule to confirm the length of the applicable Renewal Term. Throughout the Renewal Term, Lessee shall pay Lessor the Renewal Rental Payment on the same date each period that the Rental Payment was due during the Initial Term.

(c) If Lessee fails to: (i) provide Lessor with the 90 day notice required above; or (ii) pay Lessor the Sale Price as specified above; or (iii) return the Equipment to Lessor in accordance with Section 18 of the Agreement, the Applicable Term shall be extended for successive 90 day periods until Lessee returns the Equipment to Lessor in accordance with Section 18 of the Agreement or Lessor terminates this Schedule by 10 days' written notice to Lessee. If this Schedule is extended pursuant to the preceding sentence, Lessee shall continue to pay Lessor the periodic Rental Payments in effect prior to the expiration of the Applicable Term and all other provisions of the Agreement and this Schedule (including Lessee's purchase and renewal options) shall continue to apply.

(d) If Lessee elects to purchase the Equipment and has completely fulfilled the terms and conditions of the Agreement and this Section 2, then on the last day of the Applicable Term: (i) this Schedule shall terminate and, except as provided in Section 25 of the Agreement, Lessee shall be relieved of all obligations under this Schedule; and (ii) Lessor shall transfer all of its interest in the Equipment to Lessee "AS IS, WHERE IS," and without any warranty, express or implied from Lessor, other than the absence of any liens or claims by, through, or under Lessor.

LESSOR'S RETURN. (a) *Stipulated Loss Value.* If Section 13 of the Agreement provides that Stipulated Loss Value is a component of Lessor's Return, for purposes of this Schedule the Stipulated Loss Value of the Equipment shall equal the sum of (i) an amount calculated by Lessor that is the present value (discounted at 3% per annum compounded monthly) of all Rental Payments from the date of the Loss or Event of Default in question to the originally anticipated date of expiration of the then existing term of this Schedule (whether it be the Initial Term or any Renewal Term (Applicable Term)); plus (ii) if Option A of this Schedule has been selected, the present value (computed as described above and calculated by Lessor as of the date of the Loss or Event of Default in question) of the casualty value (determined as set forth below) of the Equipment; plus (iii) if Option B of this Schedule has been selected, the present value (computed as described above and calculated by Lessor as of the date of the Loss or Event of Default in question) of the purchase option amount set forth on Page 1 of this Schedule. The casualty value of the Equipment shall be determined by multiplying the applicable Casualty Percentage (as specified below) by the Total Purchase Price.

(b) *Casualty Percentage.* For purposes of this Schedule the applicable Casualty Percentage shall be (unless otherwise specified on Page 1 of this Schedule) 65% for a Term of less than 36 months; 50% for a Term of 36 months or greater, but less than 48 months; 40% for a Term of 48 months or greater, but less than 60 months; 30% for a Term of 60 months or greater, but less than 72 months; and 20% for a Term of 72 months or greater.

4. TAX INDEMNITY. (a) If Option A has been selected, Lessor intends to take accelerated cost recovery deductions (Recovery Deductions) under sections 167(a) and 168(b) (1) of the Internal Revenue Code of 1986, as amended (Code), and accelerated depreciation deductions under applicable state law (Depreciation Deductions). Accordingly, Lessee makes the following representations, warranties and covenants: (i) at the time Lessee accepts the Equipment pursuant to Section 3 of the Agreement, the Equipment will have been "placed in service" within the meaning of sections 167 and 168 of the Code; (ii) the Total Purchase Price shall qualify for Recovery Deductions and Depreciation Deductions (with the exception of any liens that are excluded by specific language on Page 1 of this Schedule and any increase in the Total Purchase Price that is attributable to any accrued interest under a Financing Agreement); (iii) neither Lessee, nor any of its affiliates, nor any of its successors, subsidiaries or assigns was, is, or will become a tax-exempt entity described in section 168 (h) (2) of the Code at any time during the Term of this Schedule or the five years preceding the Commencement Date; and (iv) at no time during the Term of this Schedule will Lessee (or any of its successors, subsidiaries or assigns) take any action or fail to take any action (whether or not such act or omission is otherwise required by the Agreement) that results in a loss, reduction, deferral, recapture or other unavailability to Lessor of any part of the Recovery Deductions or Depreciation Deductions, if, because of a breach of this Section 4(a), Recovery Deductions or Depreciation Deductions are lost, reduced, deferred, recaptured or otherwise made unavailable to Lessor (Tax Loss). Lessee shall, upon demand by Lessor, promptly pay damages to Lessor. The amount of such damages shall be the amount necessary to provide Lessor with a Net Economic Return (as defined in Section 4(c) below) equal to the Net Economic Return that Lessor would have realized if it had not suffered a Tax Loss. A Loss or damage to the Equipment will constitute a breach of this Section 4(a) if it does not result in the payment of the Lessor's Return described in Section 13 of the Agreement.

(b) The amount of each periodic Rental Payment remaining to be paid during the Applicable Term (as previously adjusted pursuant to this Section 4(b)) shall be adjusted, upwards or downwards, if changes are made to the Code (including changes in the corporate income tax rate) or any regulations promulgated hereunder that affect the federal income tax consequences to Lessor that were contemplated by Lessor when it determined the amount of the periodic Rental Payment then in effect (Tax Law Change). The net effect of any adjustment under this Section 4(b) shall be to provide Lessor a Net Economic Return equal to the Net Economic Return that Lessor would have realized if no Tax Law Change had occurred.

(c) Any damages required by Section 4(a) above and any adjustment required by Section 4(b) above shall be in the amount necessary to provide Lessor a net after-tax yield, net after-tax cash flow and net after-tax book earnings (Net Economic Return) equal to the Net Economic Return Lessor would have realized with respect to the transaction contemplated by this Schedule if a Tax Loss or Tax Law Change (as applicable) had not occurred, assuming Lessee would fulfill all of its obligations hereunder, and shall be based upon the same assumptions and pricing analysis used by Lessor in determining the amount of the periodic Rental Payment then in effect, except to the extent such assumptions are affected by the Tax Loss or Tax Law Change (as applicable) at issue. Without limiting the generality of the foregoing, it shall be conclusively presumed that all income of Lessor for any year is subject to tax at the highest then applicable federal income tax rate generally applicable to corporations and that Lessor has sufficient taxable income to offset all deductions arising hereunder.

(d) With respect to any damages or adjustments calculated by Lessor as set forth above (Calculation Amount), at the request and expense of Lessee, Lessor shall submit the assumptions and calculations underlying any such Calculation Amount to Lessor's independent certified public accountants for verification of the maintenance of Lessor's Net Economic Return. Such accountants' determination that the Calculation Amount does or does not maintain Lessor's Net Economic Return (and, in the case of the latter, such accountants' determination of the adjusted amount that would maintain such Net Economic Return) shall be binding upon Lessor and Lessee. Lessee agrees that any information provided to such accountants by Lessor constitutes private, proprietary and confidential property of Lessor and that no person other than Lessor and such accountants shall be entitled access thereto.

5. SECURITY INTEREST. If Option A has been selected, Lessor and Lessee intend the transaction described in this Schedule to be a true lease, and Lessee hereby authorizes Lessor to file a financing statement to give public notice of Lessor's ownership of the Equipment. If such transaction is deemed by a court of competent jurisdiction to be a lease intended for security or if Option B has been selected, to secure payment and performance of Lessee's obligations under the Agreement and this Schedule, Lessee grants Lessor and its assigns a purchase money security interest in the Equipment and in all attachments, accessories, additions, substitutions, products, replacements, rentals and proceeds (including insurance proceeds) thereto as well as a security interest in any other equipment financed pursuant to the Agreement or any other agreement between Lessor and Lessee (collectively, Collateral). Lessor shall exercise and timely deliver to Lessor financing statements or any other documents Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. Lessor or Lessor's agent may file as a financing statement any lease document (or copy thereof, where permitted by law) Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. If Lessee fails to execute any such document, Lessor or Lessor's agent is hereby authorized to file any of the foregoing signed only by Lessor or Lessor's agent.

6. LEASING ADDITIONAL EQUIPMENT. Lessee may request Lessor to finance the costs of any additional equipment by sending Lessor a purchase order or by contacting Lessor or the Seller by telephone or in writing. If the total cost of such additional equipment (Additional Equipment) is Twenty-Five Thousand Dollars or less and if Lessor agrees to lease such Additional Equipment to Lessee, Lessor will signify its agreement by preparing and sending to Lessee a writing (Additional Lease) describing the Additional Equipment and specifying the amount and frequency of the Rental Payments, the Length of Initial Term, the applicable purchase and renewal options and such other terms and conditions that apply to such lease. LESSEE AGREES THAT IF LESSOR DOES NOT RECEIVE A WRITTEN OBJECTION TO THE ADDITIONAL LEASE FROM LESSEE WITHIN 10 DAYS AFTER THE DATE OF THE ADDITIONAL LEASE, LESSEE SHALL BE DEEMED TO HAVE (a) IRREVOCABLY ACCEPTED THE ADDITIONAL EQUIPMENT, (b) AUTHORIZED LESSOR TO PAY THE SELLER FOR THE ADDITIONAL EQUIPMENT AND (c) AGREED THAT, EXCEPT AS OTHERWISE SPECIFIED IN THE ADDITIONAL LEASE, SUCH ADDITIONAL LEASE SHALL BE GOVERNED BY ALL OF THE TERMS AND CONDITIONS OF THIS SCHEDULE. If Lessee objects in the manner and within the timeframe set forth above, the Additional Lease shall be null and void and Lessee shall be responsible for fulfilling the obligations of the purchaser under the applicable Purchase Documents.

7. ASSIGNMENT OF PURCHASE DOCUMENTS. Lessee hereby assigns to Lessor all of Lessor's right and interests in and to (a) the Equipment described in this Schedule and (b) any Purchase Documents (including any purchase order issued by Lessor as Lessor's agent) relating thereto. Except for the obligation to pay Seller for the Equipment if (and only if) the Equipment is accepted by Lessor pursuant to the Agreement, such assignment shall not include any of the obligations of the purchaser under the Purchase Documents and Lessee shall at all times remain liable to Seller to perform all of the duties and obligations of the purchaser under the Purchase Documents to the same extent as if an assignment had not occurred. If Seller is not an affiliate of Lessor, Lessee shall obtain Seller's written consent to such assignment and written agreement that upon any return of the Equipment to Lessor, it no additional fee or charge Seller will either (y) grant Lessor any applicable license relating to the use of any software, technical information, confidential business information and other documentation (collectively, License) and permit Lessor to assign such License to any subsequent end-user of the Equipment; or (z) grant any subsequent end-user of the Equipment an applicable License, subject to Seller's then-current licensing provisions. Lessee shall at all times remain liable to Seller as the licensor under the License, and Lessor shall not have any obligation thereunder unless and until such License is provided to Lessor in accordance herewith.

ELAIV LTPF-CC05B 8/98

Product Finance



MASTER EQUIPMENT LEASE AGREEMENT SCHEDULE

Lucent Technologies

| | | | |
|---------------------------------------|--|---|------------------------|
| LESSEE: BBN CORPORATION | | LESSOR: NEWCOURT COMMUNICATIONS FINANCE CORPORATION | |
| Address: 50 Cambridge Park Drive | | Address: 2 Gatehall Drive Parsippany, NJ 07054 | |
| City, State, Zip: Cambridge, MA 02140 | | Lease Number: E212580 | Schedule Number: 00640 |
| SELLER: LUCENT TECHNOLOGIES INC. | | | |

Description of Items to be Leased (the Equipment)

This Schedule describes a coterminal add-on (Addition) to the Equipment described in the Schedule Number 00170 (Primary Schedule). Accordingly (a) if Lessee purchases or renews the Equipment described in the Primary Schedule, Lessee shall, as applicable, purchase the Addition or renew this Schedule for a Renewal Term of the same length as the Renewal Term of the Primary Schedule; and (b) if Lessee is required to pay Lessor the Lessor's Return with respect to the Primary Schedule, Lessee shall pay Lessor the Lessor's Return with respect to this Schedule.

Recent Definity G3i Addon Equipment and other related items, including any attachments, alterations, and additions thereto; any software license or rights; and any related documentation, all as may be more particularly described in the final invoice(s) from the Seller(s).

| | | |
|--|--|--|
| <p>Option A <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Lessee selects a fair market value purchase option and a fair rental value renewal option.</p> <p>Option B <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Lessee selects (i) a fixed price purchase option either \$ _____ or _____ % of the Total Purchase Price, and (ii) a fixed price renewal option of _____ % of the period Rental Payment.</p> | <p>Total This Page</p> <p>Sub Total(s) From Attached () Additional Pages</p> <p>Total Purchase Price (Sum of total prices including installation/one-time charges)</p> <p>Advance Rent \$2,466.29</p> <p>Rental Payment Period: Monthly</p> <p>Latest Commencement Date 09/30/1999</p> <p>Length of Initial Term 32 months</p> | <p>Total Price Including Installation/One-Time Charges \$73,127.50</p> <p>Rental Payment: \$2,466.29</p> |
|--|--|--|

TERMS AND CONDITIONS OF THE FOREGOING PROVISIONS AND OTHER IMPORTANT PROVISIONS ARE SET FORTH ON THE BACK OF THIS SCHEDULE.

Equipment Location:
80 Patuxent, Columbia, MD 21046

THIS SCHEDULE SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER EQUIPMENT LEASE AGREEMENT REFERENCED BY THE LEASE NUMBER SPECIFIED ABOVE (AGREEMENT) BY AND BETWEEN LESSEE, AS LESSEE, AND LESSOR OR NEWCOURT CREDIT GROUP, INC. OR ANY AFFILIATE OR SUBSIDIARY THEREOF, AS LESSOR, AND BY THE TERMS AND CONDITIONS SET FORTH ON THE FRONT AND BACK OF THIS SCHEDULE. PURSUANT TO THE TERMS AND CONDITIONS (WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS), LESSEE AGREES TO LEASE FROM LESSOR (AS SPECIFIED BELOW) AND LESSOR AGREES TO LEASE TO LESSEE THE ABOVE REFERENCED EQUIPMENT. IT IS UNDERSTOOD AND AGREED THAT THE TERMS AND CONDITIONS OF THIS SCHEDULE MAY BE DIFFERENT FROM THE TERMS AND CONDITIONS OF PRIOR SCHEDULES AND THAT ANY ASSIGNMENT OR TRANSFER PURSUANT TO SECTION 23 OF THE AGREEMENT BY LESSOR OR ANY ASSIGNEE SHALL NOT MATERIALLY CHANGE LESSEE'S OBLIGATIONS HEREUNDER. LESSEE REPRESENTS AND WARRANTS THAT IT SHALL LOOK ONLY TO THE LESSOR FOR ANY AND ALL CLAIMS AND WARRANTIES RELATING TO THE EQUIPMENT AND THAT IT EITHER HAS REVIEWED, APPROVED AND RECEIVED A COPY OF THE APPLICABLE PURCHASE DOCUMENTS OR HAS BEEN INFORMED BY LESSOR THAT IT MAY HAVE RIGHTS UNDER THE PURCHASE DOCUMENTS AND MAY CONTACT SELLER FOR A DESCRIPTION OF SUCH RIGHTS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON LESSEE BY ARTICLE 2A OF THE UCC AND ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY THE LESSOR'S RIGHTS AS PROVIDED IN THE AGREEMENT, THIS SCHEDULE OR ANY OTHER FUNDAMENTAL AGREEMENT (AS DEFINED IN THE AGREEMENT).

LESSEE: BBN CORPORATION

LESSOR: NEWCOURT COMMUNICATIONS FINANCE CORPORATION

By: x

Lessee Authorized Signature

William W. Wilson
Print Name & Title
William W. Wilson - For mgr

Date

Nov 2, 1999

By: x

Lessor Authorized Signature

Christine Wacker
Print Name & Title
Christine Wacker Account Mgr

Date

11-22-99

ELAIV LTPF-CC05B 5/96

Product Finance



Lucent Technologies

MASTER EQUIPMENT LEASE AGREEMENT SCHEDULE

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| SEE: BBN CORPORATION | | LESSOR: NEWCOURT COMMUNICATIONS FINANCE CORPORATION | |
| Address: 50 Cambridge Park Drive | | Address: 2 Gatehall Drive Parsippany, NJ 07054 | |
| City, State, Zip Cambridge, MA 02140 | Lease Number: E212580 | Schedule Number: 00690 | |
| SELLER: LUCENT TECHNOLOGIES INC. | | | |

Description of Items to be Leased (the Equipment)

This Schedule describes a coterminal add-on (Addition) to the Equipment described in the Schedule Number 00320 (Primary Schedule). Accordingly (a) if Lessee purchases or renews the Equipment described in the Primary Schedule, Lessee shall, as applicable, purchase the Addition or renew this Schedule for a Renewal Term of the same length as the Renewal Term of the Primary Schedule; and (b) if Lessee is required to pay Lessor the Lessor's Return with respect to the Primary Schedule, Lessee shall pay Lessor the Lessor's Return with respect to this Schedule.

Lucent Definity G3r Addon Equipment and other related items, including any attachments, alterations, and additions thereto; any software license or rights; and any related documentation, all as may be more particularly described in the final invoice(s) from the Seller(s).

| | | |
|---|--|---|
| <p>Option A <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Lessee selects a fair market value purchase option and a fair rental value renewal option.</p> | Total This Page | Total Price Including Installation/One-Time Charges |
| | | \$335,336.10 |
| <p>Option B <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Lessee selects (i) a fixed price purchase option either \$_____ or _____% of the Total Purchase Price, and (ii) a fixed price renewal option of _____% of the period Rental Payment.</p> | Sub Total(s) From Attached () Additional Pages | |
| | Total Purchase Price (Sum of total prices including installation/one-time charges) | \$335,336.10 |
| <p>Advance Rent \$8,137.81</p> <p>Rental Payment Period: Monthly</p> <p>Latest Commencement Date 09/30/1999</p> | | Rental Payment: \$8,137.81 |
| <p>Equipment Location: Sylvan Rd, Waltham, MA 02254</p> | Length of Initial Term 46 months | |

THE TERMS AND CONDITIONS OF THE FOREGOING PROVISIONS AND OTHER IMPORTANT PROVISIONS ARE SET FORTH ON THE BACK OF THIS SCHEDULE.

THIS SCHEDULE SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER EQUIPMENT LEASE AGREEMENT REFERENCED BY THE LEASE NUMBER SPECIFIED ABOVE (AGREEMENT) BY AND BETWEEN LESSEE, AS LESSEE, AND LESSOR OR NEWCOURT CREDIT GROUP, INC. OR ANY AFFILIATE OR SUBSIDIARY THEREOF, AS LESSOR, AND BY THE TERMS AND CONDITIONS SET FORTH ON THE FRONT AND BACK OF THIS SCHEDULE. PURSUANT TO THE TERMS AND CONDITIONS (WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS), LESSEE AGREES TO LEASE FROM LESSOR (AS SPECIFIED BELOW) AND LESSOR AGREES TO LEASE TO LESSEE THE ABOVE REFERENCED EQUIPMENT. IT IS UNDERSTOOD AND AGREED THAT THE TERMS AND CONDITIONS OF THIS SCHEDULE MAY BE DIFFERENT FROM THE TERMS AND CONDITIONS OF PRIOR SCHEDULES AND THAT ANY ASSIGNMENT OR TRANSFER PURSUANT TO SECTION 23 OF THE AGREEMENT BY LESSOR OR ANY ASSIGNEE SHALL NOT MATERIALLY CHANGE LESSEE'S OBLIGATIONS HEREUNDER. LESSEE REPRESENTS AND WARRANTS THAT IT SHALL LOOK ONLY TO THE SELLER FOR ANY AND ALL CLAIMS AND WARRANTIES RELATING TO THE EQUIPMENT AND THAT IT EITHER HAS REVIEWED, APPROVED AND RECEIVED A COPY OF THE APPLICABLE PURCHASE DOCUMENTS OR HAS BEEN INFORMED BY LESSOR THAT IT MAY HAVE RIGHTS UNDER THE PURCHASE DOCUMENTS AND MAY CONTACT SELLER FOR A DESCRIPTION OF SUCH RIGHTS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON LESSEE BY ARTICLE 2A OF THE UCC AND ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY THE LESSOR'S RIGHTS AS SPECIFIED IN THE AGREEMENT, THIS SCHEDULE OR ANY OTHER FUNDAMENTAL AGREEMENT (AS DEFINED IN THE AGREEMENT).

LESSEE: BBN CORPORATION

LESSOR: NEWCOURT COMMUNICATIONS FINANCE CORPORATION

By: x

Lessee Authorized Signature

Print Name & Title

Date

By: x

Lessor Authorized Signature

Print Name & Title

Date

ELAIV LTPF-C000B B/98

Product Finance



Lucent Technologies

MASTER EQUIPMENT LEASE AGREEMENT SCHEDULE

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|---|--|---|---------------------------|
| LESSEE: BBN CORPORATION | | LESSOR: NEWCOURT COMMUNICATIONS FINANCE CORPORATION | |
| Address: 50 Cambridge Park Drive | | Address: 2 Gatehall Drive Parsippany, NJ 07054 | |
| City, State, Zip Cambridge, MA 02140 | | Lease Number: E212580 | Schedule Number: 00710 |
| SELLER: LUCENT TECHNOLOGIES INC. | | | |

Description of Items to be Leased (the Equipment)

This Schedule describes a coterminal add-on (Addition) to the Equipment described in the Schedule Number 00520 (Primary Schedule). Accordingly (a) if Lessee purchases or renews the Equipment described in the Primary Schedule, Lessee shall, as applicable, purchase the Addition or renew this Schedule for a Renewal Term of the same length as the Renewal Term of the Primary Schedule; and (b) if Lessee is required to pay Lessor the Lessor's Return with respect to the Primary Schedule, Lessee shall pay Lessor the Lessor's Return with respect to this Schedule.

Lucent Definity G3r Addon Equipment and other related items, including any attachments, alterations, and additions thereto; any software license or rights; and any related documentation, all as may be more particularly described in the final invoice(s) from the Seller(s).

| | | |
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| <p>Option A <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Lessee selects a fair market value purchase option and a fair rental value renewal option.</p> | Total This Page | Total Price Including Installation/One-Time Charges |
| | | \$314,771.15 |
| <p>Option B <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Lessee selects (i) a fixed price purchase option of either \$_____ or _____% of the Total Purchase Price, and (ii) a fixed price renewal option of _____% of the period Rental Payment.</p> | Sub Total(s) From Attached () Additional Pages | |
| | Total Purchase Price (Sum of total prices including installation/one-time charges) | \$314,771.15 |
| <p>THE TERMS AND CONDITIONS OF THE FOREGOING OPTIONS AND OTHER IMPORTANT PROVISIONS ARE SET FORTH ON THE BACK OF THIS SCHEDULE.</p> | Advance Rent \$7,355.64 | Rental Payment: \$7,355.64 |
| | Rental Payment Period: Monthly | |
| | Latest Commencement Date 09/30/1999 | |
| Equipment Location: Moulton, Cambridge, MA 02140 | Length of Initial Term 48 months | |

THIS SCHEDULE SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER EQUIPMENT LEASE AGREEMENT REFERENCED BY THE LEASE NUMBER SPECIFIED ABOVE (AGREEMENT) BY AND BETWEEN LESSEE, AS LESSEE, AND LESSOR OR NEWCOURT CREDIT GROUP, INC. OR ANY AFFILIATE OR SUBSIDIARY THEREOF, AS LESSOR, AND BY THE TERMS AND CONDITIONS SET FORTH ON THE FRONT AND BACK OF THIS SCHEDULE. PURSUANT TO THE TERMS AND CONDITIONS (WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS), LESSEE AGREES TO LEASE FROM LESSOR (AS SPECIFIED BELOW) AND LESSOR AGREES TO LEASE TO LESSEE THE ABOVE REFERENCED EQUIPMENT. IT IS UNDERSTOOD AND AGREED THAT THE TERMS AND CONDITIONS OF THIS SCHEDULE MAY BE DIFFERENT FROM THE TERMS AND CONDITIONS OF PRIOR SCHEDULES AND THAT ANY ASSIGNMENT OR TRANSFER PURSUANT TO SECTION 23 OF THE AGREEMENT BY LESSOR OR ANY ASSIGNEE SHALL NOT MATERIALLY CHANGE LESSEE'S OBLIGATIONS HEREUNDER. LESSEE REPRESENTS AND WARRANTS THAT IT SHALL LOOK ONLY TO THE SELLER FOR ANY AND ALL CLAIMS AND WARRANTIES RELATING TO THE EQUIPMENT AND THAT IT EITHER HAS REVIEWED, APPROVED AND RECEIVED A COPY OF THE APPLICABLE PURCHASE DOCUMENTS OR HAS BEEN INFORMED BY LESSOR THAT IT MAY HAVE RIGHTS UNDER THE PURCHASE DOCUMENTS AND MAY CONTACT SELLER FOR A DESCRIPTION OF SUCH RIGHTS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON LESSEE BY ARTICLE 2A OF THE UCC AND ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY THE LESSOR'S RIGHTS AS PROVIDED IN THE AGREEMENT, THIS SCHEDULE OR ANY OTHER FUNDAMENTAL AGREEMENT (AS DEFINED IN THE AGREEMENT).

LESSEE: BBN CORPORATION

LESSOR: NEWCOURT COMMUNICATIONS FINANCE CORPORATION

By: x

Lessee Authorized Signature

William W. Wilson
Finance mgr

Print Name & Title

November 2, 1999

Date

By: x

Lessor Authorized Signature

John P. P...
President of Operations

Print Name & Title

2/14/03

Date

ELAIV LTPF-CC058 6/98

Product Finance



MASTER EQUIPMENT LEASE AGREEMENT SCHEDULE

Lucent Technologies

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|---|--|---|---------------------------|
| LESSEE: BBN CORPORATION | | LESSOR: NEWCOURT COMMUNICATIONS FINANCE CORPORATION | |
| Address: 50 Cambridge Park Drive | | Address: 2 Gatchall Drive Parsippany, NJ 07054 | |
| City, State, Zip Cambridge, MA 02140 | | Lease Number: E212580 | Schedule Number: 00720 |
| SELLER: LUCENT TECHNOLOGIES INC. | | | |

Description of Items to be Leased (the Equipment)

This Schedule describes a coterminal add-on (Addition) to the Equipment described in the Schedule Number 00320 (Primary Schedule). Accordingly (a) if Lessee purchases or renews the Equipment described in the Primary Schedule, Lessee shall, as applicable, purchase the Addition or renew this Schedule for a Renewal Term of the same length as the Renewal Term of the Primary Schedule; and (b) if Lessee is required to pay Lessor the Lessor's Return with respect to the Primary Schedule, Lessee shall pay Lessor the Lessor's Return with respect to this Schedule.

Lucent Definity G3r Addon Equipment and other related items, including any attachments, alterations, and additions thereto; any software license or rights; and any related documentation, all as may be more particularly described in the final invoice(s) from the Seller(s).

| | | |
|--|--|---|
| <p>Option A <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Lessee selects a fair market value purchase option and a fair rental value renewal option.</p> | Total This Page | Total Price Including Installation/One-Time Charges |
| | | \$288,282.42 |
| <p>Option B <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Lessee selects (i) a fixed price purchase option either \$_____ or _____% of the Total Purchase Price, and (ii) a fixed price renewal option of _____% of the period Rental Payment.</p> | Sub Total(s) From Attached () Additional Pages | |
| | Total Purchase Price (Sum of total prices including installation/one-time charges) | \$288,282.42 |
| <p>Advance Rent \$6,995.93</p> <p>Rental Payment Period: Monthly</p> <p>Latest Commencement Date 09/30/1999</p> | | Rental Payment: \$6,995.93 |
| <p>Equipment Location: Vandergraf Rd, Burlington, MA 01803</p> | Length of Initial Term 46 months | |

TERMS AND CONDITIONS OF THE FOREGOING
PROVISIONS AND OTHER IMPORTANT PROVISIONS ARE SET
FORTH ON THE BACK OF THIS SCHEDULE.

THIS SCHEDULE SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER EQUIPMENT LEASE AGREEMENT REFERENCED BY THE LEASE NUMBER SPECIFIED ABOVE (AGREEMENT) BY AND BETWEEN LESSEE, AS LESSEE AND LESSOR OR NEWCOURT CREDIT GROUP, INC. OR ANY AFFILIATE OR SUBSIDIARY THEREOF, AS LESSOR, AND BY THE TERMS AND CONDITIONS SET FORTH ON THE FRONT AND BACK OF THIS SCHEDULE. PURSUANT TO THE TERMS AND CONDITIONS (WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS), LESSEE AGREES TO LEASE FROM LESSOR (AS SPECIFIED BELOW) AND LESSOR AGREES TO LEASE TO LESSEE THE ABOVE REFERENCED EQUIPMENT. IT IS UNDERSTOOD AND AGREED THAT THE TERMS AND CONDITIONS OF THIS SCHEDULE MAY BE DIFFERENT FROM THE TERMS AND CONDITIONS OF PRIOR SCHEDULES AND THAT ANY ASSIGNMENT OR TRANSFER PURSUANT TO SECTION 23 OF THE AGREEMENT BY LESSOR OR ANY ASSIGNEE SHALL NOT MATERIALLY CHANGE LESSEE'S OBLIGATIONS HEREUNDER. LESSEE REPRESENTS AND WARRANTS THAT IT SHALL LOOK ONLY TO THE LESSOR FOR ANY AND ALL CLAIMS AND WARRANTIES RELATING TO THE EQUIPMENT AND THAT IT EITHER HAS REVIEWED, APPROVED AND RECEIVED A COPY OF THE APPLICABLE PURCHASE DOCUMENTS OR HAS BEEN ADVISED BY LESSOR THAT IT MAY HAVE RIGHTS UNDER THE PURCHASE DOCUMENTS AND MAY CONTACT SELLER FOR A DESCRIPTION OF SUCH RIGHTS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON LESSEE BY ARTICLE 2A OF THE UCC AND ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY THE LESSOR'S RIGHTS AS SPECIFIED IN THE AGREEMENT, THIS SCHEDULE OR ANY OTHER FUNDAMENTAL AGREEMENT (AS DEFINED IN THE AGREEMENT).

LESSEE: BBN CORPORATION

LESSOR: NEWCOURT COMMUNICATIONS FINANCE CORPORATION

By: x

By: x

Lessee Authorized Signature

Lessor Authorized Signature

Print Name & Title

Print Name & Title

Date

Date

LAIV LTPF-CC05B 8-98

**ASTER EQUIPMENT LEASE
GREEMENT SCHEDULE**

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|---|--|---|--|
| SEE: BBN CORPORATION | | LESSOR: NEWCOURT COMMUNICATIONS FINANCE CORPORATION | |
| Address 50 Cambridge Park Drive City / State / Zip Cambridge, MA 02140 | | 2 Gatehall Drive, Parsippany, NJ 07054 Lease Number E212580 Schedule Number 00750 | |
| SELLER: LUCENT TECHNOLOGIES INC. | | Total Price Including Installation/One-Time Charges | |
| <p>Description of Items to be Leased (the Equipment)</p> <p>Lucent Technologies Definity Sets & Packs and other related items, including any attachments, alterations, and additions thereto; any software license or rights; and any related documentation, all as may be more particularly described in the final invoice(s) from the Seller(s).</p> <p>This Schedule describes a coterminal add-on (Addition) to the Equipment described in the Schedule Number 00170 (Primary Schedule). Accordingly (a) if Lessee purchases or renews the Equipment described in the Primary Schedule, Lessee shall, as applicable, purchase the Addition or renew this Schedule for a Renewal Term of the same length as the Renewal Term of the Primary Schedule; and (b) if Lessee is required to pay Lessor the Lessor's Return with respect to the Primary Schedule, Lessee shall pay Lessor the Lessor's Return with respect to this Schedule.</p> | | | |
| <p>Option A <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Lessee selects a fair market value purchase option and a fair rental value renewal option.</p> <p>Option B <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Lessee selects (i) a fixed price purchase option either \$_____ or _____% of the Total Purchase Price, and (ii) a fixed price renewal option of _____% of the periodic Rental Payment.</p> <p>THE TERMS AND CONDITIONS OF THE FOREGOING OPTIONS AND OTHER IMPORTANT PROVISIONS ARE SET FORTH ON THE BACK OF THIS SCHEDULE.</p> | <p>Total This Page \$62,472.35</p> <p>Sub Total(s) From Attached () Additional Pages</p> <p>Total Purchase Price (Sum of total prices including installation/one-time charges) \$62,472.35</p> <p>Advance Rent \$2,174.10 Rental Payment \$2,174.10</p> <p>Rental Payment Period Monthly Latest Commencement Date 02/28/2000</p> | | |
| Equipment Location 780 Patuxent Woods Dr, Columbia, MD 21046 | | Length of Initial Term 28 months | |

THIS SCHEDULE SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER EQUIPMENT LEASE AGREEMENT REFERENCED BY THE LEASE NUMBER SPECIFIED ABOVE (AGREEMENT) BY AND BETWEEN LESSEE, AS LESSEE, AND LESSOR OR NEWCOURT CREDIT GROUP, INC. OR ANY AFFILIATE OR SUBSIDIARY THEREOF, AS LESSOR, AND BY THE TERMS AND CONDITIONS SET FORTH ON THE FRONT AND BACK OF THIS SCHEDULE. PURSUANT TO SUCH TERMS AND CONDITIONS (WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS), LESSEE AGREES TO LEASE FROM LESSOR (AS SPECIFIED BELOW) AND LESSOR AGREES TO LEASE TO LESSEE THE ABOVE REFERENCED EQUIPMENT. IT IS UNDERSTOOD AND AGREED THAT THE TERMS AND CONDITIONS OF THIS SCHEDULE MAY BE DIFFERENT FROM THE TERMS AND CONDITIONS OF PRIOR SCHEDULES AND THAT ANY ASSIGNMENT OR TRANSFER PURSUANT TO SECTION 23 OF THE AGREEMENT BY LESSOR OR ANY ASSIGNEE SHALL NOT MATERIALLY CHANGE LESSEE'S OBLIGATIONS HEREUNDER. LESSEE REPRESENTS AND WARRANTS THAT IT SHALL LOOK ONLY TO THE SELLER FOR ANY AND ALL CLAIMS AND WARRANTIES RELATING TO THE EQUIPMENT AND THAT IT EITHER HAS REVIEWED, APPROVED AND RECEIVED A COPY OF THE APPLICABLE PURCHASE DOCUMENTS OR HAS BEEN INFORMED BY LESSOR THAT IT MAY HAVE RIGHTS UNDER THE PURCHASE DOCUMENTS AND MAY CONTACT SELLER FOR A DESCRIPTION OF SUCH RIGHTS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON LESSEE BY ARTICLE 2A OF THE UCC AND ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY THE LESSOR'S RIGHTS AS DESCRIBED IN THE AGREEMENT, THIS SCHEDULE OR ANY OTHER FUNDAMENTAL AGREEMENT (AS DEFINED IN THE AGREEMENT).

BBN CORPORATION
 Lessee
 X *David B. Monaghan*
 Lessee Authorized Signature
 David B. Monaghan, Jr.
 Print Name and Title
 Vice President - Finance
 Date 2/28/00

NEWCOURT COMMUNICATIONS FINANCE CORPORATION
 Lessor
 By: X *Christine Wacker*
 Lessor Authorized Signature
 CHRISTINE WACKER Account Mgr.
 Print Name and Title
 Date 3-9-2000

ELAIV LTPF-CC05B 8/98

Product Finance



Lucent Technologies

MASTER EQUIPMENT LEASE AGREEMENT SCHEDULE

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|---|--|---|---------------------------|
| SEE: BBN CORPORATION | | LESSOR: NEWCOURT COMMUNICATIONS FINANCE CORPORATION | |
| Address: 50 Cambridge Park Drive | | Address: 2 Gatehall Drive Parsippany, NJ 07054 | |
| City, State, Zip Cambridge, MA 02140 | | Lease Number: E212580 | Schedule Number: 00800 |
| SELLER: LUCENT TECHNOLOGIES INC. | | | |

Description of Items to be Leased (the Equipment)

Lucent Definity Prologix Systems and other related items, including any attachments, alterations, and additions thereto; any software license or rights; and any related documentation, all as may be more particularly described in the final invoice(s) from the Seller(s).

| | | |
|---|---|--|
| <p>Option A <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Lessee selects a fair market value purchase option and a fair rental due renewal option.</p> <p>Option B <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Lessee selects (i) a fixed price purchase option either \$_____ or _____% of the Total Purchase Price, and (ii) a fixed price renewal option of _____% of the period Rental Payment.</p> | <p>Total This Page</p> <p>Sub Total(s) From Attached () Additional Pages</p> <p>Total Purchase Price (Sum of total prices including installation/one-time charges)</p> <p>Advance Rent \$1,640.18</p> <p>Rental Payment Period: Monthly</p> <p>Latest Commencement Date 09/30/1999</p> <p>Length of Initial Term 60 months</p> | <p>Total Price Including Installation/One-Time Charges</p> <p>\$98,391.15</p> <p>\$98,391.15</p> <p>Rental Payment: \$1,640.18</p> |
|---|---|--|

TERMS AND CONDITIONS OF THE FOREGOING PROVISIONS AND OTHER IMPORTANT PROVISIONS ARE SET FORTH ON THE BACK OF THIS SCHEDULE.

THIS SCHEDULE SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER EQUIPMENT LEASE AGREEMENT REFERENCED BY THE LEASE NUMBER SPECIFIED ABOVE (AGREEMENT) BY AND BETWEEN LESSEE, AS LESSEE, AND LESSOR OR NEWCOURT CREDIT GROUP, INC. OR ANY AFFILIATE OR SUBSIDIARY THEREOF, AS LESSOR, AND BY THE TERMS AND CONDITIONS SET FORTH ON THE FRONT AND BACK OF THIS SCHEDULE. PURSUANT TO THE TERMS AND CONDITIONS (WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS), LESSEE AGREES TO LEASE FROM LESSOR (AS SPECIFIED BELOW) AND LESSOR AGREES TO LEASE TO LESSEE THE ABOVE REFERENCED EQUIPMENT. IT IS UNDERSTOOD AND AGREED THAT THE TERMS AND CONDITIONS OF THIS SCHEDULE MAY BE DIFFERENT FROM THE TERMS AND CONDITIONS OF PRIOR SCHEDULES AND THAT ANY ASSIGNMENT OR TRANSFER PURSUANT TO SECTION 23 OF THE AGREEMENT BY LESSOR OR ANY ASSIGNEE SHALL NOT MATERIALLY CHANGE LESSEE'S OBLIGATIONS HEREUNDER. LESSEE REPRESENTS AND WARRANTS THAT IT SHALL LOOK ONLY TO THE LESSOR FOR ANY AND ALL CLAIMS AND WARRANTIES RELATING TO THE EQUIPMENT AND THAT IT EITHER HAS REVIEWED, APPROVED AND RECEIVED A COPY OF THE APPLICABLE PURCHASE DOCUMENTS OR HAS BEEN INFORMED BY LESSOR THAT IT MAY HAVE RIGHTS UNDER THE PURCHASE DOCUMENTS AND MAY CONTACT SELLER FOR A DESCRIPTION OF SUCH RIGHTS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON LESSEE BY ARTICLE 2A OF THE UCC AND ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY THE LESSOR'S RIGHTS AS PROVIDED IN THE AGREEMENT, THIS SCHEDULE OR ANY OTHER FUNDAMENTAL AGREEMENT (AS DEFINED IN THE AGREEMENT).

LESSEE: BBN CORPORATION

LESSOR: NEWCOURT COMMUNICATIONS FINANCE CORPORATION

By: x

Lessee Authorized Signature

William W Wilson Mgr Finance
 Print Name & Title

Date

November 2, 1999

By: x

Lessor Authorized Signature

CHRISTINE WALKER Account Mgr
 Print Name & Title

Date

11-22-99

MELAIN LTPF-C005B 8-08

**MASTER EQUIPMENT LEASE
AGREEMENT SCHEDULE**

| | | | |
|--|--|---|---------------------------------|
| LESSEE: BBN CORPORATION | | LESSOR: NEWCOURT COMMUNICATIONS FINANCE CORPORATION | |
| Address 150 Cambridge Park Drive | | 2 Gatehall Drive, Parsippany, NJ 07054 | |
| City / State / Zip Cambridge, MA 02140 | | Lease Number E212580 | Schedule Number 00860 |
| SELLER: LUCENT TECHNOLOGIES INC. | | Total Price Including Installation/One-Time Charges | |
| Description of Items to be Leased (the Equipment) Lucent Technologies Definity G3si and other related items, including any attachments, alterations, and additions thereto; any software license or rights; and any related documentation, all as may be more particularly described in the final invoice(s) from the Seller(s). This Schedule describes a coterminal add-on (Addition) to the Equipment described in the Schedule Number 00320 (Primary Schedule). Accordingly (a) if Lessee purchases or renews the Equipment described in the Primary Schedule, Lessee shall, as applicable, purchase the Addition or renew this Schedule for a Renewal Term of the same length as the Renewal Term of the Primary Schedule; and (b) if Lessee is required to pay Lessor the Lessor's Return with respect to the Primary Schedule, Lessee shall pay Lessor the Lessor's Return with respect to this Schedule. | | | |
| Option A <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Total This Page \$261,390.86 | | |
| Lessee selects a fair market value purchase option and a fair rental value renewal option. | Sub Total(s) From Attached () Additional Pages | | |
| Option B <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Total Purchase Price (Sum of total prices including installation/one-time charges) \$261,390.86 | | |
| Lessee selects (i) a fixed price purchase option of either \$_____ or _____% of the Total Purchase Price, and (ii) a fixed price renewal option of _____% of the periodic Rental Payment. | Advance Rent \$6,245.41 Rental Payment \$6,245.41 | | |
| THE TERMS AND CONDITIONS OF THE FOREGOING OPTIONS AND OTHER IMPORTANT PROVISIONS ARE SET FORTH ON THE BACK OF THIS SCHEDULE. | | Rental Payment Period Monthly Latest Commencement Date 02/28/2000 | |
| Equipment Location 3 Burlington Woods, Burlington, MA 01803 | | Length of Initial Term 43 months | |

THIS SCHEDULE SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER EQUIPMENT LEASE AGREEMENT REFERENCED BY THE LEASE NUMBER SPECIFIED ABOVE (AGREEMENT) BY AND BETWEEN LESSEE, AS LESSEE, AND LESSOR OR NEWCOURT CREDIT GROUP, INC. OR ANY AFFILIATE OR SUBSIDIARY THEREOF, AS LESSOR, AND BY THE TERMS AND CONDITIONS SET FORTH ON THE FRONT AND BACK OF THIS SCHEDULE, PURSUANT TO SUCH TERMS AND CONDITIONS (WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS), LESSEE AGREES TO LEASE FROM LESSOR (AS SPECIFIED BELOW) AND LESSOR AGREES TO LEASE TO LESSEE THE ABOVE REFERENCED EQUIPMENT. IT IS UNDERSTOOD AND AGREED THAT THE TERMS AND CONDITIONS OF THIS SCHEDULE MAY BE DIFFERENT FROM THE TERMS AND CONDITIONS OF PRIOR SCHEDULES AND THAT ANY ASSIGNMENT OR TRANSFER PURSUANT TO SECTION 23 OF THE AGREEMENT BY LESSOR OR ANY ASSIGNEE SHALL NOT MATERIALLY CHANGE LESSEE'S OBLIGATIONS HEREUNDER. LESSEE REPRESENTS AND WARRANTS THAT IT SHALL LOOK ONLY TO THE SELLER FOR ANY AND ALL CLAIMS AND WARRANTIES RELATING TO THE EQUIPMENT AND THAT IT EITHER HAS REVIEWED, APPROVED AND RECEIVED A COPY OF THE APPLICABLE PURCHASE DOCUMENTS OR HAS BEEN INFORMED BY LESSOR THAT IT MAY HAVE RIGHTS UNDER THE PURCHASE DOCUMENTS AND MAY CONTACT SELLER FOR A DESCRIPTION OF SUCH RIGHTS, TO THE EXTENT PERMITTED BY APPLICABLE LAW. LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON LESSEE BY ARTICLE 2A OF THE UCC AND ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY THE LESSOR'S RIGHTS AS DESCRIBED IN THE AGREEMENT, THIS SCHEDULE OR ANY OTHER FUNDAMENTAL AGREEMENT (AS DEFINED IN THE AGREEMENT).

BBN CORPORATION

Lessee

By: *David B. Monaghan, Jr.*
Lessee Authorized Signature

Print Name and Title

David B. Monaghan, Jr. Vice President - Finance

Date

2/28/00**NEWCOURT COMMUNICATIONS FINANCE CORPORATION**By: *Sean Cote*
Lessor Authorized Signature

Print Name and Title

Sean Cote, Account Manager

Date

3/9/00

MELAIV - LTPF-CC05B 8/98

The terms and conditions set forth below shall apply. Options A and B on the front of this Schedule; provided, however, that Lessee may select only one of the two aforementioned options. If Lessee selects Option A, the Tax Indemnity provision set forth below (Section 4) shall apply to this Schedule. If no selection is indicated on the front of this Schedule, Lessee shall be deemed to have selected Option A.

Capitalized terms used in this Schedule that are not otherwise defined herein shall have the meanings ascribed to them in the Master Equipment Lease Agreement (Agreement) identified by the Lease Number specified on the front of this Schedule. References in this Schedule to Total Purchase Price and Rental Payment shall mean the estimates thereof specified on the front of this Schedule, as adjusted pursuant to Section 7 of the Agreement. With respect to the Equipment described on the front of this Schedule, the terms and conditions of this Schedule shall prevail over any conflicting or inconsistent terms and conditions in the Agreement and/or any amendments thereto entered into prior to the execution of this Schedule.

1. OPTION A - FAIR MARKET VALUE PURCHASE AND RENEWAL OPTIONS. (a) If Option A has been selected, no Event of Default exists, no event has occurred and is continuing that with notice or the lapse of time or both would constitute an Event of Default, and Lessee delivers to Lessor an irrevocable written election notice at least 90 days prior to the expiration of the Applicable Term (as defined in Section 3 below). Lessee shall have the following purchase and renewal options: (i) Lessee may purchase all (but not less than all) of the Equipment at the end of the Applicable Term at Fair Market Value (as defined below); or (ii) Lessee may renew this Schedule for a Renewal Term of not less than 12 months to the agreed upon by Lessor and Lessee at Fair Rental Value (as defined below); provided, however, that the foregoing renewal option may not be exercised if Lessor reasonably determines that there has been a material adverse change in Lessee's business or financial condition since the Commencement Date. If Lessee decides not to purchase the Equipment or renew this Schedule at the end of the Applicable Term, it shall provide Lessor with irrevocable written notice thereof at least 90 days prior to the expiration of the Applicable Term and return the Equipment to Lessor in accordance with Section 18 of the Agreement.

(b) If Lessee elects to purchase the Equipment, Lessee shall pay Lessor the Fair Market Value at least 45 days prior to the expiration of the Applicable Term and shall make all other payments required hereunder during the remaining Term of this Schedule. If Lessee elects to renew this Schedule, Lessee and Lessor shall enter into a supplement to this Schedule to confirm the applicable Fair Rental Value and the length of the applicable Renewal Term. Throughout the Renewal Term, Lessee shall pay Lessor the Fair Rental Value on the same date each period that the Rental Payment was due during the Initial Term.

(c) If Lessee fails to: (i) provide Lessor with the 90 day notice required above; or (ii) pay Lessor the Fair Market Value as specified above; or (iii) return the Equipment to Lessor in accordance with Section 18 of the Agreement, the Applicable Term shall be extended for successive 90 day periods until Lessee returns the Equipment to Lessor in accordance with Section 18 of the Agreement or Lessor terminates this Schedule by 10 days' written notice to Lessee. If this Schedule is extended pursuant to the preceding sentence, Lessee shall continue to pay Lessor the periodic Rental Payments in effect prior to the expiration of the Applicable Term and all other provisions of the Agreement and this Schedule (including Lessee's purchase and renewal options) shall continue to apply.

(d) Fair Rental Value and Fair Market Value for the Equipment shall be determined by agreement of Lessor and Lessee, or, at Lessor's sole expense, by an independent appraiser selected by Lessor. Fair Rental Value means the periodic amount that would be payable for the Equipment in an arm's length transaction between an informed and willing lessee and an informed and willing lessor, neither under compulsion to lease. Fair Market Value means the total price that would be paid for the Equipment in an arm's length transaction between an informed and willing buyer (other than a used equipment dealer) under no compulsion to buy and an informed and willing seller under no compulsion to sell. In determining Fair Rental Value or Fair Market Value, the costs of removing the Equipment from the Equipment Location and moving it to a new location shall not be deducted from its value.

(e) If Lessee elects to purchase the Equipment and has completely fulfilled the terms and conditions of the Agreement and this Section 1, then on the last day of the Applicable Term: (i) this Schedule shall terminate and, except as provided in Section 25 of the Agreement, Lessee shall be relieved of all obligations under this Schedule; and (ii) Lessor shall transfer all of its interest in the Equipment to Lessee "AS IS, WHERE IS," and without any warranty, express or implied from Lessor, other than the absence of any liens or claims by, through, or under Lessor.

2. OPTION B - FIXED PRICE PURCHASE AND RENEWAL OPTIONS. (a) If Option B has been selected, no Event of Default exists, no event has occurred and is continuing that with notice or the lapse of time or both would constitute an Event of Default, and Lessee delivers to Lessor an irrevocable written election notice at least 90 days prior to the expiration of the Applicable Term (as defined in Section 3 below). Lessee shall have the following fixed price purchase and renewal options: (i) Lessee may purchase all (but not less than all) of the Equipment at the end of the Applicable Term for the amount specified on Page 1 of this Schedule (Sale Price); or (ii) Lessee may renew this Schedule for a Renewal Term of not less than 12 months at the periodic Rental Payment amount specified in Option B on Page 1 of this Schedule; or, if no such amount is specified, at Fair Rental Value (Renewal Rental Payment); provided, however, that the foregoing renewal option may not be exercised if Lessor reasonably determines that there has been a material adverse change in Lessee's business or financial condition since the Commencement Date. If Lessee decides not to purchase the Equipment or renew this Schedule at the end of the Applicable Term, it shall provide Lessor with irrevocable written notice thereof at least 90 days prior to the expiration of the Applicable Term and return the Equipment to Lessor in accordance with Section 18 of the Agreement.

(b) If Lessee elects to purchase the Equipment, Lessee shall pay Lessor the Sale Price at least 45 days prior to the expiration of the Applicable Term and shall make all other payments required hereunder during the remaining Term of this Schedule. If Lessee elects to renew this Schedule, Lessee and Lessor shall enter into a supplement to this Schedule to confirm the length of the applicable Renewal Term. Throughout the Renewal Term, Lessee shall pay Lessor the Renewal Rental Payment on the same date each period that the Rental Payment was due during the Initial Term.

(c) If Lessee fails to: (i) provide Lessor with the 90 day notice required above; or (ii) pay Lessor the Sale Price as specified above; or (iii) return the Equipment to Lessor in accordance with Section 18 of the Agreement, the Applicable Term shall be extended for successive 90 day periods until Lessee returns the Equipment to Lessor in accordance with Section 18 of the Agreement or Lessor terminates this Schedule by 10 days' written notice to Lessee. If this Schedule is extended pursuant to the preceding sentence, Lessee shall continue to pay Lessor the periodic Rental Payments in effect prior to the expiration of the Applicable Term and all other provisions of the Agreement and this Schedule (including Lessee's purchase and renewal options) shall continue to apply.

(d) If Lessee elects to purchase the Equipment and has completely fulfilled the terms and conditions of the Agreement and this Section 2, then on the last day of the Applicable Term: (i) this Schedule shall terminate and, except as provided in Section 25 of the Agreement, Lessee shall be relieved of all obligations under this Schedule; and (ii) Lessor shall transfer all of its interest in the Equipment to Lessee "AS IS, WHERE IS," and without any warranty, express or implied from Lessor, other than the absence of any liens or claims by, through, or under Lessor.

3. LESSOR'S RETURN. (a) *Stipulated Loss Value.* If Section 13 of the Agreement provides that Stipulated Loss Value is a component of Lessor's Return, for purposes of this Schedule the Stipulated Loss Value of the Equipment shall equal the sum of (i) an amount calculated by Lessor that is the present value (discounted at 3% per annum compounded monthly) of all Rental Payments from the date of the Loss or Event of Default in question to the originally anticipated date of expiration of the then existing term of this Schedule (whether it be the Initial Term or any Renewal Term (Applicable Term)); plus (ii) if Option A of this Schedule has been selected, the present value (computed as described above and calculated by Lessor as of the date of the Loss or Event of Default in question) of the casualty value (determined as set forth below) of the Equipment; plus (iii) if Option B of this Schedule has been selected, the present value (computed as described above and calculated by Lessor as of the date of the Loss or Event of Default in question) of the purchase option amount set forth on Page 1 of this Schedule. The casualty value of the Equipment shall be determined by multiplying the applicable Casualty Percentage (as specified below) by the Total Purchase Price.

(b) *Casualty Percentage.* For purposes of this Schedule the applicable Casualty Percentage shall be (unless otherwise specified on Page 1 of this Schedule) 65% for a Term of less than 36 months; 50% for a Term of 36 months or greater, but less than 48 months; 40% for a Term of 48 months or greater, but less than 60 months; 30% for a Term of 60 months or greater, but less than 72 months; and 20% for a Term of 72 months or greater.

4. TAX INDEMNITY. (a) If Option A has been selected, Lessor intends to take accelerated cost recovery deductions (Recovery Deductions) under sections 167(a) and 168(b) (1) of the Internal Revenue Code of 1986, as amended (Code), and accelerated depreciation deductions under applicable state law (Depreciation Deductions). Accordingly, Lessee makes the following representations, warranties and covenants: (i) at the time Lessee accepts the Equipment pursuant to Section 3 of the Agreement, the Equipment will have been "placed in service" within the meaning of sections 167 and 168 of the Code; (ii) the Total Purchase Price shall qualify for Recovery Deductions and Depreciation Deductions (with the exception of any items that are excluded by specific language on Page 1 of this Schedule and any increase in the Total Purchase Price that is attributable to any accrued interest under a Financing Agreement); (iii) neither Lessee, any of its affiliates, nor any of its successors, subsidiaries or assigns was, is, or will become a tax-exempt entity described in section 168 (h) (2) of the Code at any time during the Term of this Schedule or the five years preceding the Commencement Date; and (iv) at no time during the Term of this Schedule will Lessee (or any of its successors, subsidiaries or assigns) take any action or fail to take any action (whether or not such act or omission is otherwise required by the Agreement) that results in a loss, reduction, deferral, recapture or other unavailability to Lessor of any part of the Recovery Deductions or Depreciation Deductions. If, because of a breach of this Section 4(a), Recovery Deductions or Depreciation Deductions are lost, reduced, deferred, recaptured or otherwise made unavailable to Lessor (Tax Loss), Lessee shall, upon demand by Lessor, promptly pay damages to Lessor. The amount of such damages shall be the amount necessary to provide Lessor with a Net Economic Return (as defined in Section 4(c) below) equal to the Net Economic Return that Lessor would have realized if it had not suffered a Tax Loss. A loss or damage to the Equipment will constitute a breach of this Section 4(a) if it does not result in the payment of the Lessor's Return described in Section 13 of the Agreement.

(b) The amount of each periodic Rental Payment remaining to be paid during the Applicable Term (as previously adjusted pursuant to this Section 4(b)) shall be adjusted, upwards or downwards, if changes are made to the Code (including changes in the corporate income tax rates) or any regulations promulgated thereunder that affect the federal income tax consequences to Lessee that were contemplated by Lessor when it determined the amount of the periodic Rental Payment then in effect (Tax Law Change). The net effect of any adjustment under this Section 4(b) shall be to provide Lessor a Net Economic Return equal to the Net Economic Return that Lessor would have realized if no Tax Law Change had occurred.

(c) Any damages required by Section 4(a) above and any adjustment required by Section 4(b) above shall be in the amount necessary to provide Lessor a net after-tax yield, net after-tax cash flow and net after-tax book earnings (Net Economic Return) equal to the Net Economic Return Lessor would have realized with respect to the transaction contemplated by this Schedule if a Tax Loss or Tax Law Change (as applicable) had not occurred, assuming Lessee would fulfill all of its obligations hereunder, and shall be based upon the same assumptions and pricing analysis used by Lessor in determining the amount of the periodic Rental Payment then in effect, except to the extent such assumptions are affected by the Tax Loss or Tax Law Change (as applicable) at issue. Without limiting the generality of the foregoing, it shall be irrefutably presumed that all income of Lessor for any year is subject to tax at the highest then applicable federal income tax rate generally applicable to corporations and that Lessor has sufficient taxable income to effect all deductions arising hereunder.

(d) With respect to any damages or adjustments calculated by Lessor as set forth above (Calculation Amount), at the request and expense of Lessee, Lessor shall submit the assumptions and calculations underlying any such Calculation Amount to Lessor's independent certified public accountants for verification of the maintenance of Lessor's Net Economic Return. Such accountants' determination that the Calculation Amount does or does not maintain Lessor's Net Economic Return (and, in the case of the latter, such accountants' determination of the adjusted amount that would so maintain such Net Economic Return) shall be binding upon Lessor and Lessee. Lessee agrees that any information provided to such accountants by Lessor constitutes private, proprietary and confidential property of Lessor and that no person other than Lessor and such accountants shall be entitled access thereto.

5. SECURITY INTEREST. If Option A has been selected, Lessor and Lessee intend the transaction described in this Schedule to be a true lease, and Lessee hereby authorizes Lessor to file a financing statement to give public notice of Lessor's ownership of the Equipment. If such transaction is deemed by a court of competent jurisdiction to be a lease intended for security or if Option B has been selected, to secure payment and performance of Lessor's obligations under the Agreement and this Schedule, Lessee grants Lessor and its assigns a purchase money security interest in the Equipment and in all attachments, accessories, additions, substitutions, products, replacements, rentals and proceeds (including insurance proceeds) therefrom as well as a security interest in any other equipment financed pursuant to the Agreement or any other agreement between Lessor and Lessee (collectively, Collateral). Lessee shall execute and timely deliver to Lessor financing statements or any other documents Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. Lessor or Lessor's agent may file as a financing statement any lease document (or copy thereof, where permitted by law) Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. If Lessee fails to execute any such document, Lessor or Lessor's agent is hereby authorized to file any of the foregoing signed only by Lessor or Lessor's agent.

6. LEASING ADDITIONAL EQUIPMENT. Lessee may request Lessor to finance the costs of any additional equipment by sending Lessor a purchase order or by contacting Lessor or the Seller by telephone or in writing. If the total cost of such additional equipment (Additional Equipment) is Twenty-Five Thousand Dollars or less and if Lessor agrees to lease such Additional Equipment to Lessee, Lessor will signify its agreement by preparing and sending to Lessee a writing (Additional Lease) describing the Additional Equipment and specifying the amount and frequency of the Rental Payments, the Length of Initial Term, the applicable purchase and renewal options and such other terms and conditions that apply to such lease. LESSEE AGREES THAT IF LESSOR DOES NOT RECEIVE A WRITTEN OBJECTION TO THE ADDITIONAL LEASE FROM LESSEE WITHIN 10 DAYS AFTER THE DATE OF THE ADDITIONAL LEASE, LESSEE SHALL BE DEEMED TO HAVE (a) IRREVOCABLY ACCEPTED THE ADDITIONAL EQUIPMENT, (b) AUTHORIZED LESSOR TO PAY THE SELLER FOR THE ADDITIONAL EQUIPMENT AND (c) AGREED THAT, EXCEPT AS OTHERWISE SPECIFIED IN THE ADDITIONAL LEASE, SUCH ADDITIONAL LEASE SHALL BE GOVERNED BY ALL OF THE TERMS AND CONDITIONS OF THIS SCHEDULE. If Lessee objects in the manner and within the timeframe set forth above, the Additional Lease shall be null and void and Lessee shall be responsible for fulfilling the obligations of the purchaser under the applicable Purchase Documents.

7. ASSIGNMENT OF PURCHASE DOCUMENTS. Lessee hereby assigns to Lessor all of Lessor's right and interests in and to (a) the Equipment described in this Schedule and (b) any Purchase Documents (including any purchase order issued by Lessor as Lessor's agent) relating thereto. Except for the obligation to pay Seller for the Equipment (if and only if) the Equipment is accepted by Lessee pursuant to the Agreement, such assignment shall not include any of the obligations of the purchaser under the Purchase Documents and Lessee shall at all times remain liable to Seller to perform all of the duties and obligations of the purchaser under the Purchase Documents to the same extent as if an assignment had not occurred. If Seller is not an affiliate of Lessor, Lessee shall obtain Seller's written consent to such assignment and written agreement that upon any return of the Equipment to Lessor, at no additional fee or charge Seller will either (y) grant Lessor any applicable license relating to the use of any software, technical information, confidential business information and other documentation (collectively, License) and permit Lessor to assign such License to any subsequent end-user of the Equipment; or (z) grant any subsequent end-user of the Equipment an applicable License, subject to Seller's then-current licensing provisions. Lessee shall at all times remain liable to Seller as the Licensee under the License, and Lessor shall not have any obligation thereunder unless and until such License is provided to Lessor in accordance herewith.

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**MASTER EQUIPMENT LEASE
AGREEMENT SCHEDULE**

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|---|--|--|----------------------------------|
| LESSEE: BBN CORPORATION | | LESSOR: NEWCOURT COMMUNICATIONS FINANCE CORPORATION | |
| Address 150 Cambridge Park Drive | | 2 Gatehall Drive, Parsippany, NJ 07054 | |
| City / State / Zip Cambridge, MA 02140 | | Lease Number E212580 | Schedule Number 00870 |
| SELLER: LUCENT TECHNOLOGIES INC. | | Total Price Including Installation/One-Time Charges | |
| Description of Items to be Leased (the Equipment) <u>Lucent Technologies Definity Sets, Packs & Epp</u> and other related items, including any attachments, alterations, and additions thereto; any software license or rights; and any related documentation, all as may be more particularly described in the final invoice(s) from the Seller(s). This Schedule describes a coterminal add-on (Addition) to the Equipment described in the Schedule Number 00320 (Primary Schedule). Accordingly (a) if Lessee purchases or renews the Equipment described in the Primary Schedule, Lessee shall, as applicable, purchase the Addition or renew this Schedule for a Renewal Term of the same length as the Renewal Term of the Primary Schedule; and (b) if Lessee is required to pay Lessor the Lessor's Return with respect to the Primary Schedule, Lessee shall pay Lessor the Lessor's Return with respect to this Schedule. | | | |
| Option A <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Total This Page \$160,638.95 | | |
| Lessee selects a fair market value purchase option and a fair rental value renewal option. | Sub Total(s) From Attached () Additional Pages | | |
| Option B <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Total Purchase Price (Sum of total prices including installation/one-time charges) \$160,638.95 | | |
| Lessee selects (i) a fixed price purchase option of either \$_____ or _____% of the Total Purchase Price, and (ii) a fixed price renewal option of _____% of the periodic Rental Payment. | Advance Rent \$3,838.15 | | |
| THE TERMS AND CONDITIONS OF THE FOREGOING OPTIONS AND OTHER IMPORTANT PROVISIONS ARE SET FORTH ON THE BACK OF THIS SCHEDULE. | | Rental Payment Period Monthly | Rental Payment \$3,838.15 |
| Equipment Location 77 South Bedford St, Burlington, MA 01803 | | Latest Commencement Date 01/31/2000 | |
| | | Length of Initial Term 43 months | |

THIS SCHEDULE SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER EQUIPMENT LEASE AGREEMENT REFERENCED BY THE LEASE NUMBER SPECIFIED ABOVE (AGREEMENT) BY AND BETWEEN LESSEE, AS LESSEE, AND LESSOR OR NEWCOURT CREDIT GROUP, INC. OR ANY AFFILIATE OR SUBSIDIARY THEREOF, AS LESSOR, AND BY THE TERMS AND CONDITIONS SET FORTH ON THE FRONT AND BACK OF THIS SCHEDULE. PURSUANT TO SUCH TERMS AND CONDITIONS (WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS), LESSEE AGREES TO LEASE FROM LESSOR (AS SPECIFIED BELOW) AND LESSOR AGREES TO LEASE TO LESSEE THE ABOVE REFERENCED EQUIPMENT. IT IS UNDERSTOOD AND AGREED THAT THE TERMS AND CONDITIONS OF THIS SCHEDULE MAY BE DIFFERENT FROM THE TERMS AND CONDITIONS OF PRIOR SCHEDULES AND THAT ANY ASSIGNMENT OR TRANSFER PURSUANT TO SECTION 23 OF THE AGREEMENT BY LESSOR OR ANY ASSIGNEE SHALL NOT MATERIALLY CHANGE LESSEE'S OBLIGATIONS HEREUNDER. LESSEE REPRESENTS AND WARRANTS THAT IT SHALL LOOK ONLY TO THE SELLER FOR ANY AND ALL CLAIMS AND WARRANTIES RELATING TO THE EQUIPMENT AND THAT IT EITHER HAS REVIEWED, APPROVED AND RECEIVED A COPY OF THE APPLICABLE PURCHASE DOCUMENTS OR HAS BEEN INFORMED BY LESSOR THAT IT MAY HAVE RIGHTS UNDER THE PURCHASE DOCUMENTS AND MAY CONTACT SELLER FOR A DESCRIPTION OF SUCH RIGHTS, TO THE EXTENT PERMITTED BY APPLICABLE LAW. LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON LESSEE BY ARTICLE 2A OF THE UCC AND ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY THE LESSOR'S RIGHTS AS DESCRIBED IN THE AGREEMENT, THIS SCHEDULE OR ANY OTHER FUNDAMENTAL AGREEMENT (AS DEFINED IN THE AGREEMENT).

BBN CORPORATION
Lessor
By: X David B. Monaghan, Jr.
Lessee Authorized Signature
Print Name and Title
Vice President - Finance
Date **2/28/00**

NEWCOURT COMMUNICATIONS FINANCE CORPORATION
By: X Jean Cote
Lessor Authorized Signature
Print Name and Title
Account Manager
Date **3/9/00**

MELAY - LTFF-CC05B 8/98

The terms and conditions set forth below shall apply. Options A and B on the front of this Schedule; provided, however, that Lessee may select only one of the two aforementioned options. If Lessee selects Option A, the Tax Indemnity provision set forth below (Section 4) shall apply to this Schedule. If no selection is indicated on the front of this Schedule, Lessee shall be deemed to have selected Option A.

Capitalized terms used in this Schedule that are not otherwise defined herein shall have the meanings ascribed to them in the Master Equipment Lease Agreement (Agreement) identified by the Lease Number specified on the front of this Schedule. References in this Schedule to Total Purchase Price and Rental Payment shall mean the estimates thereof specified on the front of this Schedule, as adjusted pursuant to Section 7 of the Agreement. With respect to the Equipment described on the front of this Schedule, the terms and conditions of this Schedule shall prevail over any conflicting or inconsistent terms and conditions in the Agreement and/or any amendments thereto entered into prior to the execution of this Schedule.

1. OPTION A - FAIR MARKET VALUE PURCHASE AND RENEWAL OPTIONS. (a) If Option A has been selected, no Event of Default exists, no event has occurred and is continuing that with notice or the lapse of time or both would constitute an Event of Default, and Lessee delivers to Lessor an irrevocable written election notice at least 90 days prior to the expiration of the Applicable Term (as defined in Section 3 below). Lessee shall have the following purchase and renewal options: (i) Lessee may purchase all (but not less than all) of the Equipment at the end of the Applicable Term at Fair Market Value (as defined below); or (ii) Lessee may renew this Schedule for a Renewal Term of not less than 12 months to be agreed upon by Lessor and Lessee at Fair Rental Value (as defined below); provided, however, that the foregoing renewal option may not be exercised if Lessor reasonably determines that there has been a material adverse change in Lessee's business or financial condition since the Commencement Date. If Lessee decides not to purchase the Equipment or renew this Schedule at the end of the Applicable Term, it shall provide Lessor with irrevocable written notice thereof at least 90 days prior to the expiration of the Applicable Term and return the Equipment to Lessor in accordance with Section 18 of the Agreement.

(b) If Lessee elects to purchase the Equipment, Lessee shall pay Lessor the Fair Market Value at least 45 days prior to the expiration of the Applicable Term and shall make all other payments required hereunder during the remaining Term of this Schedule. If Lessee elects to renew this Schedule, Lessee and Lessor shall enter into a supplement to this Schedule to confirm the applicable Fair Rental Value and the length of the applicable Renewal Term. Throughout the Renewal Term, Lessee shall pay Lessor the Fair Rental Value on the same date each period that the Rental Payment was due during the Initial Term.

(c) If Lessee fails to: (i) provide Lessor with the 90 day notice required above; or (ii) pay Lessor the Fair Market Value as specified above; or (iii) return the Equipment to Lessor in accordance with Section 18 of the Agreement, the Applicable Term shall be extended for successive 90 day periods until Lessee returns the Equipment to Lessor in accordance with Section 18 of the Agreement or Lessor terminates this Schedule by 10 days' written notice to Lessee. If this Schedule is extended pursuant to the preceding sentence, Lessee shall continue to pay Lessor the periodic Rental Payments in effect prior to the expiration of the Applicable Term and all other provisions of the Agreement and this Schedule (including Lessee's purchase and renewal options) shall continue to apply.

(d) Fair Rental Value and Fair Market Value for the Equipment shall be determined by agreement of Lessor and Lessee, or, as Lessor's sole expense, by an independent appraiser selected by Lessor. Fair Rental Value means the periodic amount that would be payable for the Equipment in an arm's length transaction between an informed and willing lessee and an informed and willing lessor, neither under compulsion to lease. Fair Market Value means the total price that would be paid for the Equipment in an arm's length transaction between an informed and willing buyer (other than a used equipment dealer) under no compulsion to buy and an informed and willing seller under no compulsion to sell. In determining Fair Rental Value or Fair Market Value, the costs of removing the Equipment from the Equipment Location and moving it to a new location shall not be deducted from its value.

(e) If Lessee elects to purchase the Equipment and has completely fulfilled the terms and conditions of the Agreement and this Section 1, then on the last day of the Applicable Term: (i) this Schedule shall terminate and, except as provided in Section 25 of the Agreement, Lessee shall be relieved of all obligations under this Schedule; and (ii) Lessor shall transfer all of its interest in the Equipment to Lessee "AS IS, WHERE IS," and without any warranty, express or implied from Lessor, other than the absence of any liens or claims by, through, or under Lessor.

2. OPTION B - FIXED PRICE PURCHASE AND RENEWAL OPTIONS. (a) If Option B has been selected, no Event of Default exists, no event has occurred and is continuing that with notice or the lapse of time or both would constitute an Event of Default, and Lessee delivers to Lessor an irrevocable written election notice at least 90 days prior to the expiration of the Applicable Term (as defined in Section 3 below). Lessee shall have the following fixed price purchase and renewal options: (i) Lessee may purchase all (but not less than all) of the Equipment at the end of the Applicable Term for the amount specified on Page 1 of this Schedule (Sale Price); or (ii) Lessee may renew this Schedule for a Renewal Term of not less than 12 months at the periodic Rental Payment amount specified in Option B on Page 1 of this Schedule; or, if no such amount is specified, at Fair Rental Value (Renewal Rental Payment); provided, however, that the foregoing renewal option may not be exercised if Lessor reasonably determines that there has been a material adverse change in Lessee's business or financial condition since the Commencement Date. If Lessee decides not to purchase the Equipment or renew this Schedule at the end of the Applicable Term, it shall provide Lessor with irrevocable written notice thereof at least 90 days prior to the expiration of the Applicable Term and return the Equipment to Lessor in accordance with Section 18 of the Agreement.

(b) If Lessee elects to purchase the Equipment, Lessee shall pay Lessor the Sale Price at least 45 days prior to the expiration of the Applicable Term and shall make all other payments required hereunder during the remaining Term of this Schedule. If Lessee elects to renew this Schedule, Lessee and Lessor shall enter into a supplement to this Schedule to confirm the length of the applicable Renewal Term. Throughout the Renewal Term, Lessee shall pay Lessor the Renewal Rental Payment on the same date each period that the Rental Payment was due during the Initial Term.

(c) If Lessee fails to: (i) provide Lessor with the 90 day notice required above; or (ii) pay Lessor the Sale Price as specified above; or (iii) return the Equipment to Lessor in accordance with Section 18 of the Agreement, the Applicable Term shall be extended for successive 90 day periods until Lessee returns the Equipment to Lessor in accordance with Section 18 of the Agreement or Lessor terminates this Schedule by 10 days' written notice to Lessee. If this Schedule is extended pursuant to the preceding sentence, Lessee shall continue to pay Lessor the periodic Rental Payments in effect prior to the expiration of the Applicable Term and all other provisions of the Agreement and this Schedule (including Lessee's purchase and renewal options) shall continue to apply.

(d) If Lessee elects to purchase the Equipment and has completely fulfilled the terms and conditions of the Agreement and this Section 2, then on the last day of the Applicable Term: (i) this Schedule shall terminate and, except as provided in Section 25 of the Agreement, Lessee shall be relieved of all obligations under this Schedule; and (ii) Lessor shall transfer all of its interest in the Equipment to Lessee "AS IS, WHERE IS," and without any warranty, express or implied from Lessor, other than the absence of any liens or claims by, through, or under Lessor.

3. LESSOR'S RETURN. (a) *Stipulated Loss Value.* If Section 13 of the Agreement provides that Stipulated Loss Value is a component of Lessor's Return, for purposes of this Schedule the Stipulated Loss Value of the Equipment shall equal the sum of (i) an amount calculated by Lessor that is the present value (discounted at 3% per annum compounded monthly) of all Rental Payments from the date of the Loss or Event of Default in question to the originally anticipated date of expiration of the then existing term of this Schedule (whether it be the Initial Term or any Renewal Term (Applicable Term)); plus (ii) if Option A of this Schedule has been selected, the present value (computed as described above and calculated by Lessor) as of the date of the Loss or Event of Default in question of the casualty value (determined as set forth below) of the Equipment; plus (iii) if Option B of this Schedule has been selected, the present value (computed as described above and calculated by Lessor as of the date of the Loss or Event of Default in question) of the purchase option amount set forth on Page 1 of this Schedule. The casualty value of the Equipment shall be determined by multiplying the applicable Casualty Percentage (as specified below) by the Total Purchase Price.

(b) *Casualty Percentage.* For purposes of this Schedule the applicable Casualty Percentage shall be (unless otherwise specified on Page 1 of this Schedule) 65% for a Term of less than 36 months; 50% for a Term of 36 months or greater, but less than 48 months; 40% for a Term of 48 months or greater, but less than 60 months; 30% for a Term of 60 months or greater, but less than 72 months; and 20% for a Term of 72 months or greater.

4. TAX INDEMNITY. (a) If Option A has been selected, Lessor intends to take accelerated cost recovery deductions (Recovery Deductions) under sections 167(a) and 168(b) (1) of the Internal Revenue Code of 1986, as amended (Code), and accelerated depreciation deductions under applicable state law (Depreciation Deductions). Accordingly, Lessee makes the following representations, warranties and covenants: (i) at the time Lessee accepts the Equipment pursuant to Section 3 of the Agreement, the Equipment will have been "placed in service" within the meaning of sections 167 and 168 of the Code; (ii) the Total Purchase Price shall qualify for Recovery Deductions and Depreciation Deductions (with the exception of any items that are excluded by specific language on Page 1 of this Schedule and any increase in the Total Purchase Price that is attributable to any accrued interest under a Financing Agreement); (iii) neither Lessee, any of its affiliates, nor any of its successors, subsidiaries or assigns was, is, or will become a tax-exempt entity described in section 168 (b) (2) of the Code at any time during the Term of this Schedule or the five years preceding the Commencement Date; and (iv) at no time during the Term of this Schedule will Lessee (or any of its successors, subsidiaries or assigns) take any action or fail to take any action (whether or not such action or omission is otherwise required by the Agreement) that results in a loss, reduction, deferral, recapture or other unavailability to Lessor of any part of the Recovery Deductions or Depreciation Deductions. If, because of a breach of this Section 4(a), Recovery Deductions or Depreciation Deductions are lost, reduced, deferred, recaptured or otherwise made unavailable to Lessor (Tax Loss), Lessee shall, upon demand by Lessor, promptly pay damages to Lessor. The amount of such damages shall be the amount necessary to provide Lessor with a Net Economic Return (as defined in Section 4(c) below) equal to the Net Economic Return that Lessor would have realized if it had not suffered a Tax Loss. A loss or damage to the Equipment will constitute a breach of this Section 4(a) if it does not result in the payment of the Lessor's Return described in Section 13 of the Agreement.

(b) The amount of each periodic Rental Payment remaining to be paid during the Applicable Term (as previously adjusted pursuant to this Section 4(b)) shall be adjusted, upwards or downwards, if changes are made to the Code (including changes in the corporate income tax rates) or any regulations promulgated thereunder that affect the federal income tax consequences to Lessor that were contemplated by Lessee when it determined the amount of the periodic Rental Payment then in effect (Tax Law Change). The net effect of any adjustment under this Section 4(b) shall be to provide Lessor a Net Economic Return equal to the Net Economic Return that Lessor would have realized if no Tax Law Change had occurred.

(c) Any damages required by Section 4(a) above and any adjustment required by Section 4(b) above shall be in the amount necessary to provide Lessor a net after-tax yield, net after-tax cash flow and net after-tax book earnings (Net Economic Return) equal to the Net Economic Return Lessor would have realized with respect to the transaction contemplated by this Schedule if a Tax Loss or Tax Law Change (as applicable) had not occurred, assuming Lessee would fulfill all of its obligations hereunder, and shall be based upon the same assumptions and pricing analysts used by Lessor in determining the amount of the periodic Rental Payment then in effect, except to the extent such assumptions are affected by the Tax Loss or Tax Law Change (as applicable) at issue. Without limiting the generality of the foregoing, it shall be conclusively presumed that all income of Lessor for any year is subject to tax at the highest then applicable federal income tax rate generally applicable to corporations and that Lessor has sufficient taxable income to offset all deductions arising hereunder.

(d) With respect to any damages or adjustments calculated by Lessor as set forth above (Calculation Amount), at the request and expense of Lessee, Lessor shall submit the assumptions and calculations underlying any such Calculation Amount to Lessor's independent certified public accountant for verification of the maintenance of Lessor's Net Economic Return. Such accountant's determination that the Calculation Amount does or does not maintain Lessor's Net Economic Return (and, in the case of the latter, such accountant's determination of the adjusted amount that would so maintain such Net Economic Return) shall be binding upon Lessor and Lessee. Lessee agrees that any information provided to such accountants by Lessor constitutes private, proprietary and confidential property of Lessor and that no person other than Lessor and such accountants shall be entitled access thereto.

5. SECURITY INTEREST. If Option A has been selected, Lessor and Lessee intend the transaction described in this Schedule to be a true lease, and Lessee hereby authorizes Lessor to file a financing statement to give public notice of Lessor's ownership of the Equipment. If such transaction is deemed by a court of competent jurisdiction to be a lease intended for security or if Option B has been selected, to secure payment and performance of Lessee's obligations under the Agreement and this Schedule, Lessee grants Lessor and its assigns a purchase money security interest in the Equipment and in all attachments, accessories, additions, substitutions, products, replacements, rentals and proceeds (including insurance proceeds) therefrom as well as a security interest in any other equipment financed pursuant to the Agreement or any other agreement between Lessor and Lessee (collectively, Collateral). Lessee shall execute and timely deliver to Lessor financing statements or any other documents Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. Lessor or Lessor's agent may file as a financing statement any lease document (or copy thereof, where permitted by law) Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. If Lessee fails to execute any such document, Lessor or Lessor's agent is hereby authorized to file any of the foregoing signed only by Lessor or Lessor's agent.

6. LEASING ADDITIONAL EQUIPMENT. Lessee may request Lessor to finance the costs of any additional equipment by sending Lessor a purchase order or by contacting Lessor or the Seller by telephone or in writing. If the total cost of such additional equipment (Additional Equipment) is Twenty-Five Thousand Dollars or less and if Lessor agrees to lease such Additional Equipment to Lessee, Lessor will signify its agreement by preparing and sending to Lessee a writing (Additional Lease) describing the Additional Equipment and specifying the amount and frequency of the Rental Payments, the Length of Initial Term, the applicable purchase and renewal options and such other terms and conditions that apply to such lease. LESSOR AGREES THAT IF LESSOR DOES NOT RECEIVE A WRITTEN OBJECTION TO THE ADDITIONAL LEASE FROM LESSEE WITHIN 10 DAYS AFTER THE DATE OF THE ADDITIONAL LEASE, LESSEE SHALL BE DEEMED TO HAVE (a) IRREVOCABLY ACCEPTED THE ADDITIONAL EQUIPMENT, (b) AUTHORIZED LESSOR TO PAY THE SELLER FOR THE ADDITIONAL EQUIPMENT AND (c) AGREED THAT, EXCEPT AS OTHERWISE SPECIFIED IN THE ADDITIONAL LEASE, SUCH ADDITIONAL LEASE SHALL BE GOVERNED BY ALL OF THE TERMS AND CONDITIONS OF THIS SCHEDULE. If Lessee objects in the manner and within the timeframe set forth above, the Additional Lease shall be null and void and Lessee shall be responsible for fulfilling the obligations of the purchaser under the applicable Purchase Documents.

7. ASSIGNMENT OF PURCHASE DOCUMENTS. Lessee hereby assigns to Lessor all of Lessee's right and interests in and to (a) the Equipment described in this Schedule and (b) any Purchase Documents (including any purchase order issued by Lessor as Lessor's agent) relating thereto. Except for the obligation to pay Seller for the Equipment if (and only if) the Equipment is accepted by Lessee pursuant to the Agreement, such assignment shall not include any of the obligations of the purchaser under the Purchase Documents and Lessee shall at all times remain liable to Seller to perform all of the duties and obligations of the purchaser under the Purchase Documents to the same extent as if an assignment had not occurred. If Seller is not an affiliate of Lessor, Lessor shall obtain Seller's written consent to such assignment and written agreement that upon any return of the Equipment to Lessor, at no additional fee or charge Seller will either (y) grant Lessor any applicable license relating to the use of any software, technical information, confidential business information and other documentation (collectively, License) and permit Lessor to assign such License to any subsequent end-user of the Equipment; or (z) grant any subsequent end-user of the Equipment an applicable License, subject to Seller's then-current licensing provisions. Lessee shall at all times remain liable to Seller as the licensee under the License, and Lessor shall not have any obligation thereunder unless and until such License is provided to Lessor in accordance herewith.

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**MASTER EQUIPMENT LEASE
AGREEMENT SCHEDULE**

| | | | |
|--|---|--|---|
| LESSEE: BBN CORPORATION | | LESSOR: NEWCOURT COMMUNICATIONS FINANCE CORPORATION | |
| Address 150 Cambridge Park Drive | | 2 Gatehall Drive, Parsippany, NJ 07054 | |
| City / State / Zip Cambridge, MA 02140 | | Lease Number E212580 | Schedule Number 00880 |
| SELLER: LUCENT TECHNOLOGIES INC. | | Total Price Including Installation/One-Time Charges | |
| <p>Description of Items to be Leased (the Equipment)</p> <p><u>Lucent Technologies Definity Sets, Packs & Epn</u> and other related items, including any attachments, alterations, and additions thereto; any software license or rights; and any related documentation, all as may be more particularly described in the final invoice(s) from the Seller(s).</p> <p>This Schedule describes a coterminal add-on (Addition) to the Equipment described in the Schedule Number <u>00170</u> (Primary Schedule). Accordingly (a) if Lessee purchases or renews the Equipment described in the Primary Schedule, Lessee shall, as applicable, purchase the Addition or renew this Schedule for a Renewal Term of the same length as the Renewal Term of the Primary Schedule; and (b) if Lessee is required to pay Lessor the Lessor's Return with respect to the Primary Schedule, Lessee shall pay Lessor the Lessor's Return with respect to this Schedule.</p> | | | |
| Option A | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | Total This Page | \$97,729.15 |
| Lessee selects a fair market value purchase option and a fair rental value renewal option. | | Sub Total(s) From Attached () Additional Pages | |
| Option B | <input type="checkbox"/> <input checked="" type="checkbox"/> | Total Purchase Price (Sum of total prices including installation/one-time charges) | \$97,729.15 |
| Lessee selects (i) a fixed price purchase option of either \$_____ or _____% of the Total Purchase Price, and (ii) a fixed price renewal option of _____% of the periodic Rental Payment. | | Advance Rent \$3,730.40 | Rental Payment \$3,730.40 |
| THE TERMS AND CONDITIONS OF THE FOREGOING OPTIONS AND OTHER IMPORTANT PROVISIONS ARE SET FORTH ON THE BACK OF THIS SCHEDULE. | | Rental Payment Period Monthly | Latest Commencement Date 02/28/2000 |
| Equipment Location 9830 Patuxent Street, Columbia, MD 21046 | | Length of Initial Term 28 months | |

THIS SCHEDULE SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER EQUIPMENT LEASE AGREEMENT REFERENCED BY THE LEASE NUMBER SPECIFIED ABOVE (AGREEMENT) BY AND BETWEEN LESSEE, AS LESSEE, AND LESSOR OR NEWCOURT CREDIT GROUP, INC. OR ANY AFFILIATE OR SUBSIDIARY THEREOF, AS LESSOR, AND BY THE TERMS AND CONDITIONS SET FORTH ON THE FRONT AND BACK OF THIS SCHEDULE. PURSUANT TO SUCH TERMS AND CONDITIONS (WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS), LESSEE AGREES TO LEASE FROM LESSOR (AS SPECIFIED BELOW) AND LESSOR AGREES TO LEASE TO LESSEE THE ABOVE REFERENCED EQUIPMENT. IT IS UNDERSTOOD AND AGREED THAT THE TERMS AND CONDITIONS OF THIS SCHEDULE MAY BE DIFFERENT FROM THE TERMS AND CONDITIONS OF PRIOR SCHEDULES AND THAT ANY ASSIGNMENT OR TRANSFER PURSUANT TO SECTION 23 OF THE AGREEMENT BY LESSOR OR ANY ASSIGNEE SHALL NOT MATERIALLY CHANGE LESSEE'S OBLIGATIONS HEREUNDER. LESSEE REPRESENTS AND WARRANTS THAT IT SHALL LOOK ONLY TO THE SELLER FOR ANY AND ALL CLAIMS AND WARRANTIES RELATING TO THE EQUIPMENT AND THAT IT EITHER HAS REVIEWED, APPROVED AND RECEIVED A COPY OF THE APPLICABLE PURCHASE DOCUMENTS OR HAS BEEN INFORMED BY LESSOR THAT IT MAY HAVE RIGHTS UNDER THE PURCHASE DOCUMENTS AND MAY CONTACT SELLER FOR A DESCRIPTION OF SUCH RIGHTS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON LESSEE BY ARTICLE 2A OF THE UCC AND ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY THE LESSOR'S RIGHTS AS DESCRIBED IN THE AGREEMENT, THIS SCHEDULE OR ANY OTHER FUNDAMENTAL AGREEMENT (AS DEFINED IN THE AGREEMENT).

BBN CORPORATION
 Lessee
 By: X David B. Monaghan, Jr.
 Lessee Authorized Signature
David B. Monaghan, Jr.
 Print Name and Title
Vice President Finance
 Date 2/28/00

NEWCOURT COMMUNICATIONS FINANCE CORPORATION
 Lessor
 By: X Christine Walker
 Lessor Authorized Signature
CHRISTINE WALKER
 Print Name and Title
3-9-2000
 Date

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The terms and conditions set forth below shall apply. Options A and B on the front of this Schedule; provided, however, that Lessee may select only one of the two aforementioned options. If Lessee selects Option A, the Tax Indemnity provision set forth below (Section 4) shall apply to this Schedule. If no selection is indicated on the front of this Schedule, Lessee shall be deemed to have selected Option A.

Capitalized terms used in this Schedule that are not otherwise defined herein shall have the meanings ascribed to them in the Master Equipment Lease Agreement (Agreement) identified by the Lease Number specified on the front of this Schedule. Reference to this Schedule to Total Purchase Price and Rental Payment shall mean the estimates thereof specified on the front of this Schedule, as adjusted pursuant to Section 7 of the Agreement. With respect to the Equipment described on the front of this Schedule, the terms and conditions of this Schedule shall prevail over any conflicting or inconsistent terms and conditions in the Agreement and/or any amendments thereto entered into prior to the execution of this Schedule.

1. **OPTION A - FAIR MARKET VALUE PURCHASE AND RENEWAL OPTIONS.** (a) If Option A has been selected, no Event of Default exists, no event has occurred and is continuing that with notice or the lapse of time or both would constitute an Event of Default, and Lessee delivers to Lessor an irrevocable written election notice at least 90 days prior to the expiration of the Applicable Term (as defined in Section 3 below). Lessee shall have the following purchase and renewal options: (i) Lessee may purchase all (but not less than all) of the Equipment at the end of the Applicable Term at Fair Market Value (as defined below); or (ii) Lessee may renew this Schedule for a Renewal Term of not less than 12 months to be agreed upon by Lessor and Lessee at Fair Rental Value (as defined below); provided, however, that the foregoing renewal option may not be exercised if Lessor reasonably determines that there has been a material adverse change in Lessor's business or financial condition since the Commencement Date. If Lessee decides not to purchase the Equipment or renew this Schedule at the end of the Applicable Term, it shall provide Lessor with irrevocable written notice thereof at least 90 days prior to the expiration of the Applicable Term and return the Equipment to Lessor in accordance with Section 18 of the Agreement.

(b) If Lessee elects to purchase the Equipment, Lessee shall pay Lessor the Fair Market Value at least 45 days prior to the expiration of the Applicable Term and shall make all other payments required hereunder during the remaining Term of this Schedule. If Lessee elects to renew this Schedule, Lessee and Lessor shall enter into a supplement to this Schedule to confirm the applicable Fair Rental Value and the length of the applicable Renewal Term. Throughout the Renewal Term, Lessee shall pay Lessor the Fair Rental Value on the same date each period that the Rental Payment was due during the Initial Term.

(c) If Lessee fails to: (i) provide Lessor with the 90 day notice required above; or (ii) pay Lessor the Fair Market Value as specified above; or (iii) return the Equipment to Lessor in accordance with Section 18 of the Agreement, the Applicable Term shall be extended for successive 90 day periods until Lessee returns the Equipment to Lessor in accordance with Section 18 of the Agreement or Lessor terminates this Schedule by 10 days' written notice to Lessee. If this Schedule is extended pursuant to the preceding sentence, Lessee shall continue to pay Lessor the periodic Rental Payments in effect prior to the expiration of the Applicable Term and all other provisions of the Agreement and this Schedule (including Lessee's purchase and renewal options) shall continue to apply.

(d) Fair Rental Value and Fair Market Value for the Equipment shall be determined by agreement of Lessor and Lessee, or, at Lessee's sole expense, by an independent appraiser selected by Lessor. Fair Rental Value means the periodic amount that would be payable for the Equipment in an arm's length transaction between an informed and willing Lessee and an informed and willing Lessor, neither under compulsion to lease. Fair Market Value means the total price that would be paid for the Equipment in an arm's length transaction between an informed and willing buyer (other than a used equipment dealer) under no compulsion to buy and an informed and willing seller under no compulsion to sell. In determining Fair Rental Value or Fair Market Value, the costs of removing the Equipment from the Equipment Location and moving it to a new location shall not be deducted from its value.

(e) If Lessee elects to purchase the Equipment and has completely fulfilled the terms and conditions of the Agreement and this Section 1, then on the last day of the Applicable Term: (i) this Schedule shall terminate and, except as provided in Section 25 of the Agreement, Lessee shall be relieved of all obligations under this Schedule; and (ii) Lessor shall transfer all of its interest in the Equipment to Lessee "AS IS, WHERE IS," and without any warranty, express or implied from Lessor, other than the absence of any liens or claims by, through, or under Lessor.

2. **OPTION B - FIXED PRICE PURCHASE AND RENEWAL OPTIONS.** (a) If Option B has been selected, no Event of Default exists, no event has occurred and is continuing that with notice or the lapse of time or both would constitute an Event of Default, and Lessee delivers to Lessor an irrevocable written election notice at least 90 days prior to the expiration of the Applicable Term (as defined in Section 3 below). Lessee shall have the following fixed price purchase and renewal options: (i) Lessee may purchase all (but not less than all) of the Equipment at the end of the Applicable Term for the amount specified on Page 1 of this Schedule (Sale Price); or (ii) Lessee may renew this Schedule for a Renewal Term of not less than 12 months at the periodic Rental Payment amount specified in Option B on Page 1 of this Schedule or, if no such amount is specified, at Fair Rental Value (Renewal Rental Payment); provided, however, that the foregoing renewal option may not be exercised if Lessor reasonably determines that there has been a material adverse change in Lessor's business or financial condition since the Commencement Date. If Lessee decides not to purchase the Equipment or renew this Schedule at the end of the Applicable Term, it shall provide Lessor with irrevocable written notice thereof at least 90 days prior to the expiration of the Applicable Term and return the Equipment to Lessor in accordance with Section 18 of the Agreement.

(b) If Lessee elects to purchase the Equipment, Lessee shall pay Lessor the Sale Price at least 45 days prior to the expiration of the Applicable Term and shall make all other payments required hereunder during the remaining Term of this Schedule. If Lessee elects to renew this Schedule, Lessee and Lessor shall enter into a supplement to this Schedule to confirm the length of the applicable Renewal Term. Throughout the Renewal Term, Lessee shall pay Lessor the Renewal Rental Payment on the same date each period that the Rental Payment was due during the Initial Term.

(c) If Lessee fails to: (i) provide Lessor with the 90 day notice required above; or (ii) pay Lessor the Sale Price as specified above; or (iii) return the Equipment to Lessor in accordance with Section 18 of the Agreement, the Applicable Term shall be extended for successive 90 day periods until Lessee returns the Equipment to Lessor in accordance with Section 18 of the Agreement or Lessor terminates this Schedule by 10 days' written notice to Lessee. If this Schedule is extended pursuant to the preceding sentence, Lessee shall continue to pay Lessor the periodic Rental Payments in effect prior to the expiration of the Applicable Term and all other provisions of the Agreement and this Schedule (including Lessee's purchase and renewal options) shall continue to apply.

(d) If Lessee elects to purchase the Equipment and has completely fulfilled the terms and conditions of the Agreement and this Section 2, then on the last day of the Applicable Term: (i) this Schedule shall terminate and, except as provided in Section 25 of the Agreement, Lessee shall be relieved of all obligations under this Schedule; and (ii) Lessor shall transfer all of its interest in the Equipment to Lessee "AS IS, WHERE IS," and without any warranty, express or implied from Lessor, other than the absence of any liens or claims by, through, or under Lessor.

3. **LESSOR'S RETURN.** (a) *Stipulated Loss Value.* If Section 13 of the Agreement provides that Stipulated Loss Value is a component of Lessor's Return, for purposes of this Schedule the Stipulated Loss Value of the Equipment shall equal the sum of (i) an amount calculated by Lessor that is the present value (discounted at 5% per annum compounded monthly) of all Rental Payments from the date of the Loss or Event of Default in question to the originally anticipated date of expiration of the then existing term of this Schedule (whether it be the Initial Term or any Renewal Term (Applicable Term)); plus (ii) if Option A of this Schedule has been selected, the present value (computed as described above and calculated by Lessor as of the date of the Loss or Event of Default in question) of the casualty value (determined as set forth below) of the Equipment plus (iii) if Option B of this Schedule has been selected, the present value (computed as described above and calculated by Lessor as of the date of the Loss or Event of Default in question) of the purchase option amount set forth on Page 1 of this Schedule. The casualty value of the Equipment shall be determined by multiplying the applicable Casualty Percentage (as specified below) by the Total Purchase Price.

(b) *Casualty Percentage.* For purposes of this Schedule the applicable Casualty Percentage shall be (unless otherwise specified on Page 1 of this Schedule) 65% for a Term of less than 36 months; 50% for a Term of 36 months or greater, but less than 48 months; 40% for a Term of 48 months or greater, but less than 60 months; 30% for a Term of 60 months or greater, but less than 72 months; and 20% for a Term of 72 months or greater.

4. **TAX INDEMNITY.** (a) If Option A has been selected, Lessor intends to take accelerated cost recovery deductions (Recovery Deductions) under sections 167(a) and 168(b) (1) of the Internal Revenue Code of 1986, as amended (Code), and accelerated depreciation deductions under applicable state law (Depreciation Deductions). Accordingly, Lessee makes the following representations, warranties and covenants: (i) at the time Lessee accepts the Equipment pursuant to Section 3 of the Agreement, the Equipment will have been "placed in service" within the meaning of sections 167 and 168 of the Code; (ii) the Total Purchase Price shall qualify for Recovery Deductions and Depreciation Deductions (with the exception of any item that is excluded by specific language on Page 1 of this Schedule and any increase in the Total Purchase Price that is attributable to any accrued interest under a Financing Agreement); (iii) neither Lessee, any of its affiliates, nor any of its successors, subsidiaries or assigns was, is, or will become a tax-exempt entity described in section 168 (h) (2) of the Code at any time during the Term of this Schedule or the five years preceding the Commencement Date; and (iv) at no time during the Term of this Schedule will Lessee (or any of its successors, subsidiaries or assigns) take any action or fail to take any action (whether or not such action or omission is otherwise required by the Agreement) that results in a loss, reduction, deferral, recapture or other unavailability to Lessor of any part of the Recovery Deductions or Depreciation Deductions. If, because of a breach of this Section 4(a), Recovery Deductions or Depreciation Deductions are lost, reduced, deferred, recaptured or otherwise made unavailable to Lessor (Tax Loss), Lessee shall, upon demand by Lessor, promptly pay damages to Lessor. The amount of such damages shall be the amount necessary to provide Lessor with a Net Economic Return (as defined in Section 4(c) below) equal to the Net Economic Return that Lessor would have realized if it had not suffered a Tax Loss. A loss or damage to the Equipment will constitute a breach of this Section 4(a) if it does not result in the payment of the Lessor's Return described in Section 13 of the Agreement.

(b) The amount of each periodic Rental Payment remaining to be paid during the Applicable Term (as previously adjusted pursuant to this Section 4(b)) shall be adjusted, upwards or downwards, if changes are made to the Code (including changes in the corporate income tax rates) or any regulations promulgated thereunder that affect the federal income tax consequences to Lessor that were contemplated by Lessor when it determined the amount of the periodic Rental Payment then in effect (Tax Law Change). The net effect of any adjustment under this Section 4(b) shall be to provide Lessor a Net Economic Return equal to the Net Economic Return that Lessor would have realized if no Tax Law Change had occurred.

(c) Any damages required by Section 4(a) above and any adjustment required by Section 4(b) above shall be in the amount necessary to provide Lessor a net after-tax yield, net after-tax cash flow and net after-tax book earnings (Net Economic Return) equal to the Net Economic Return Lessor would have realized with respect to the transaction contemplated by this Schedule if a Tax Loss or Tax Law Change (as applicable) had not occurred, assuming Lessee would fulfill all of its obligations hereunder, and shall be based upon the same assumptions and pricing analysis used by Lessor in determining the amount of the periodic Rental Payment then in effect, except to the extent such assumptions are affected by the Tax Loss or Tax Law Change (as applicable) at issue. Without limiting the generality of the foregoing, it shall be irrebuttably presumed that all income of Lessor for any year is subject to tax at the highest then applicable federal income tax rate generally applicable to corporations and that Lessor has sufficient taxable income to offset all deductions arising hereunder.

(d) With respect to any damages or adjustments calculated by Lessor as set forth above (Calculation Amount), at the request and expense of Lessee, Lessor shall submit the assumptions and calculations underlying any such Calculation Amount to Lessor's independent certified public accountants for verification of the maintenance of Lessor's Net Economic Return. Such accountants' determination that the Calculation Amount does or does not maintain Lessor's Net Economic Return (and, in the case of the latter, such accountants' determination of the adjusted amount that would so maintain such Net Economic Return) shall be binding upon Lessor and Lessee. Lessee agrees that any information provided to such accountants by Lessor constitutes private, proprietary and confidential property of Lessor and that no person other than Lessor and such accountants shall be entitled access thereto.

5. **SECURITY INTEREST.** If Option A has been selected, Lessor and Lessee intend the transaction described in this Schedule to be a true lease, and Lessee hereby authorizes Lessor to file a financing statement to give public notice of Lessor's ownership of the Equipment. If such transaction is deemed by a court of competent jurisdiction to be a lease intended for security or if Option B has been selected, to secure payment and performance of Lessee's obligations under the Agreement and this Schedule, Lessee grants Lessor and its assigns a purchase money security interest in the Equipment and in all attachments, accessories, additions, substitutions, products, replacements, rentals and proceeds (including insurance proceeds) thereon as well as a security interest in any other equipment financed pursuant to the Agreement or any other agreement between Lessor and Lessee (collectively, Collateral). Lessee shall execute and timely deliver to Lessor financing statements or any other documents Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. Lessor or Lessor's agent may file as a financing statement any lease document (or copy thereof, where permitted by law) Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. If Lessee fails to execute any such document, Lessor or Lessor's agent is hereby authorized to file any of the foregoing signed only by Lessor or Lessor's agent.

6. **LEASING ADDITIONAL EQUIPMENT.** Lessee may request Lessor to finance the costs of any additional equipment by sending Lessor a purchase order or by contacting Lessor or the Seller by telephone or in writing. If the total cost of such additional equipment (Additional Equipment) is Twenty-Five Thousand Dollars or less and if Lessor agrees to lease such Additional Equipment to Lessee, Lessor will signify its agreement by preparing and sending to Lessee a writing (Additional Lease) describing the Additional Equipment and specifying the amount and frequency of the Rental Payments, the length of Initial Term, the applicable purchase and renewal options and such other terms and conditions that apply to such lease. LESSEE AGREES THAT IF LESSOR DOES NOT RECEIVE A WRITTEN OBJECTION TO THE ADDITIONAL LEASE FROM LESSEE WITHIN 10 DAYS AFTER THE DATE OF THE ADDITIONAL LEASE, LESSEE SHALL BE DEEMED TO HAVE (a) IRREVOCABLY ACCEPTED THE ADDITIONAL EQUIPMENT, (b) AUTHORIZED LESSOR TO PAY THE SELLER FOR THE ADDITIONAL EQUIPMENT AND (c) AGREED THAT, EXCEPT AS OTHERWISE SPECIFIED IN THE ADDITIONAL LEASE, SUCH ADDITIONAL LEASE SHALL BE GOVERNED BY ALL OF THE TERMS AND CONDITIONS OF THIS SCHEDULE. If Lessee objects in the manner and within the timeframe set forth above, the Additional Lease shall be null and void and Lessee shall be responsible for fulfilling the obligations of the purchaser under the applicable Purchase Documents.

7. **ASSIGNMENT OF PURCHASE DOCUMENTS.** Lessee hereby assigns to Lessor all of Lessee's right and interests in and to (i) the Equipment described in this Schedule and (ii) any Purchase Documents (including any purchase order issued by Lessor as Lessee's agent) relating thereto. Except for the obligation to pay Seller for the Equipment if (and only if) the Equipment is accepted by Lessee pursuant to the Agreement, such assignment shall not include any of the obligations of the purchaser under the Purchase Documents and Lessee shall at all times remain liable to Seller to perform all of the duties and obligations of the purchaser under the Purchase Documents to the same extent as if an assignment had not occurred. If Seller is not an affiliate of Lessor, Lessee shall obtain Seller's written consent to such assignment and written agreement that upon any return of the Equipment to Lessor, at no additional fee or charge Seller will either (y) grant Lessor any applicable license relating to the use of any software, technical information, confidential business information and other documentation (collectively, License) and permit Lessor to assign such License to any subsequent end-user of the Equipment; or (z) grant any subsequent end-user of the Equipment an applicable License, subject to Seller's then-current licensing provisions. Lessee shall at all times remain liable to Seller as the licensor under the License, and Lessor shall not have any obligation thereunder unless and until such License is provided to Lessor in accordance herewith.

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**MASTER EQUIPMENT LEASE
AGREEMENT SCHEDULE**

| | | | |
|---|---|--|---|
| LESSEE: BBN CORPORATION | | LESSOR: NEWCOURT COMMUNICATIONS FINANCE CORPORATION | |
| Address 150 Cambridge Park Drive | | 2 Gatehall Drive, Parsippany, NJ 07054 | |
| City / State / Zip Cambridge, MA 02140 | | Lease Number E212580 | Schedule Number 00890 |
| SELLER: LUCENT TECHNOLOGIES INC. | | Total Price Including Installation/One-Time Charges | |
| Description of Items to be Leased (the Equipment) Lucent Technologies Definity Sets & Packs and other related items, including any attachments, alterations, and additions thereto; any software license or rights; and any related documentation, all as may be more particularly described in the final invoice(s) from the Seller(s). This Schedule describes a coterminal add-on (Addition) to the Equipment described in the Schedule Number: 00520 (Primary Schedule). Accordingly (a) if Lessee purchases or renews the Equipment described in the Primary Schedule, Lessee shall, as applicable, purchase the Addition or renew this Schedule for a Renewal Term of the same length as the Renewal Term of the Primary Schedule; and (b) if Lessee is required to pay Lessor the Lessor's Return with respect to the Primary Schedule, Lessee shall pay Lessor the Lessor's Return with respect to this Schedule. | | | |
| Option A | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | Total This Page \$44,724.20 |
| Lessee selects a fair market value purchase option and a fair rental value renewal option. | | | Sub Total(s) From Attached () Additional Pages |
| Option B | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Total Purchase Price (Sum of total prices including installation/one-time charges) \$44,724.20 |
| Lessee selects (i) a fixed price purchase option of either \$_____ or _____% of the Total Purchase Price, and (ii) a fixed price renewal option of _____% of the periodic Rental Payment. | | | Advance Rent \$1,094.42 |
| THE TERMS AND CONDITIONS OF THE FOREGOING OPTIONS AND OTHER IMPORTANT PROVISIONS ARE SET FORTH ON THE BACK OF THIS SCHEDULE. | | | Rental Payment \$1,094.42 |
| Equipment Location 10 Moulton, Cambridge, MA 02140 | | | Rental Payment Period Monthly |
| | | | Latest Commencement Date 02/28/2000 |
| | | | Length of Initial Term 45 months |

THIS SCHEDULE SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER EQUIPMENT LEASE AGREEMENT REFERENCED BY THE LEASE NUMBER SPECIFIED ABOVE (AGREEMENT) BY AND BETWEEN LESSEE, AS LESSEE, AND LESSOR OR NEWCOURT CREDIT GROUP, INC. OR ANY AFFILIATE OR SUBSIDIARY THEREOF, AS LESSOR, AND BY THE TERMS AND CONDITIONS SET FORTH ON THE FRONT AND BACK OF THIS SCHEDULE. PURSUANT TO SUCH TERMS AND CONDITIONS (WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS), LESSEE AGREES TO LEASE FROM LESSOR (AS SPECIFIED BELOW) AND LESSOR AGREES TO LEASE TO LESSEE THE ABOVE REFERENCED EQUIPMENT. IT IS UNDERSTOOD AND AGREED THAT THE TERMS AND CONDITIONS OF THIS SCHEDULE MAY BE DIFFERENT FROM THE TERMS AND CONDITIONS OF PRIOR SCHEDULES AND THAT ANY ASSIGNMENT OR TRANSFER PURSUANT TO SECTION 23 OF THE AGREEMENT BY LESSOR OR ANY ASSIGNEE SHALL NOT MATERIALLY CHANGE LESSEE'S OBLIGATIONS HEREUNDER. LESSEE REPRESENTS AND WARRANTS THAT IT SHALL LOOK ONLY TO THE SELLER FOR ANY AND ALL CLAIMS AND WARRANTIES RELATING TO THE EQUIPMENT AND THAT IT EITHER HAS REVIEWED, APPROVED AND RECEIVED A COPY OF THE APPLICABLE PURCHASE DOCUMENTS OR HAS BEEN INFORMED BY LESSOR THAT IT MAY HAVE RIGHTS UNDER THE PURCHASE DOCUMENTS AND MAY CONTACT SELLER FOR A DESCRIPTION OF SUCH RIGHTS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON LESSEE BY ARTICLE 2A OF THE UCC AND ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY THE LESSOR'S RIGHTS AS DESCRIBED IN THE AGREEMENT, THIS SCHEDULE OR ANY OTHER FUNDAMENTAL AGREEMENT (AS DEFINED IN THE AGREEMENT).

BBN CORPORATION

Lessee

By: **X**
 Lessee Authorized Signature

 Print Name and Title

 Date

NEWCOURT COMMUNICATIONS FINANCE CORPORATION

By: **X**
 Lessor Authorized Signature

 Print Name and Title

 Date

8/9

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The terms and conditions set forth below shall apply. Options A and B on the front of this Schedule; provided, however, that Lessee may select only one of the two aforementioned options. If Lessee selects Option A, the Tax Indemnity provision set forth below (Section 4) shall apply to this Schedule. If no selection is indicated on the front of this Schedule, Lessee shall be deemed to have selected Option A.

Capitalized terms used in this Schedule that are not otherwise defined herein shall have the meanings ascribed to them in the Master Equipment Lease Agreement (Agreement) identified by the Lease Number specified on the front of this Schedule. References in this Schedule to Total Purchase Price and Rental Payment shall mean the estimates thereof specified on the front of this Schedule, as adjusted pursuant to Section 7 of the Agreement. With respect to the Equipment described on the front of this Schedule, the terms and conditions of this Schedule shall prevail over any conflicting or inconsistent terms and conditions in the Agreement and/or any amendments thereto entered into prior to the execution of this Schedule.

1. OPTION A - FAIR MARKET VALUE PURCHASE AND RENEWAL OPTIONS. (a) If Option A has been selected, no Event of Default exists, no event has occurred and is continuing that with notice or the lapse of time or both would constitute an Event of Default, and Lessee delivers to Lessor an irrevocable written election notice at least 90 days prior to the expiration of the Applicable Term (as defined in Section 3 below), Lessee shall have the following purchase and renewal options: (i) Lessee may purchase all (but not less than all) of the Equipment at the end of the Applicable Term at Fair Market Value (as defined below); or (ii) Lessee may renew this Schedule for a Renewal Term of not less than 12 months to be agreed upon by Lessor and Lessee at Fair Rental Value (as defined below); provided, however, that the foregoing renewal option may not be exercised if Lessor reasonably determines that there has been a material adverse change in Lessee's business or financial condition since the Commencement Date. If Lessee decides not to purchase the Equipment or renew this Schedule at the end of the Applicable Term, it shall provide Lessor with irrevocable written notice thereof at least 90 days prior to the expiration of the Applicable Term and return the Equipment to Lessor in accordance with Section 18 of the Agreement.

(b) If Lessee elects to purchase the Equipment, Lessee shall pay Lessor the Fair Market Value at least 45 days prior to the expiration of the Applicable Term and shall make all other payments required hereunder during the remaining Term of this Schedule. If Lessee elects to renew this Schedule, Lessor and Lessee shall enter into a supplement to this Schedule to confirm the applicable Fair Rental Value and the length of the applicable Renewal Term. Throughout the Renewal Term, Lessee shall pay Lessor the Fair Rental Value on the same date each period that the Rental Payment was due during the Initial Term.

(c) If Lessee fails to: (i) provide Lessor with the 90 day notice required above; or (ii) pay Lessor the Fair Market Value as specified above; or (iii) return the Equipment to Lessor in accordance with Section 18 of the Agreement, the Applicable Term shall be extended for successive 90 day periods until Lessee returns the Equipment to Lessor in accordance with Section 18 of the Agreement or Lessor terminates this Schedule by 10 days' written notice to Lessee. If this Schedule is extended pursuant to the preceding sentence, Lessee shall continue to pay Lessor the periodic Rental Payments in effect prior to the expiration of the Applicable Term and all other provisions of the Agreement and this Schedule (including Lessee's purchase and renewal options) shall continue to apply.

(d) Fair Rental Value and Fair Market Value for the Equipment shall be determined by agreement of Lessor and Lessee, or, at Lessor's sole expense, by an independent appraiser selected by Lessor. Fair Rental Value means the periodic amount that would be payable for the Equipment in an arm's length transaction between an informed and willing lessee and an informed and willing lessor, neither under compulsion to lease. Fair Market Value means the total price that would be paid for the Equipment in an arm's length transaction between an informed and willing buyer (other than a used equipment dealer) and a seller under no compulsion to buy and an informed and willing seller under no compulsion to sell. In determining Fair Rental Value or Fair Market Value, the costs of removing the Equipment from the Equipment Location and moving it to a new location shall not be deducted from its value.

(e) If Lessee elects to purchase the Equipment and has completely fulfilled the terms and conditions of the Agreement and this Section 1, then on the last day of the Applicable Term: (i) this Schedule shall terminate and, except as provided in Section 25 of the Agreement, Lessee shall be relieved of all obligations under this Schedule; and (ii) Lessor shall transfer all of its interest in the Equipment to Lessee "AS IS, WHERE IS," and without any warranty, express or implied from Lessor, other than the absence of any liens or claims by, through, or under Lessor.

2. OPTION B - FIXED PRICE PURCHASE AND RENEWAL OPTIONS. (a) If Option B has been selected, no Event of Default exists, no event has occurred and is continuing that with notice or the lapse of time or both would constitute an Event of Default, and Lessor delivers to Lessor an irrevocable written election notice at least 90 days prior to the expiration of the Applicable Term (as defined in Section 3 below), Lessee shall have the following fixed price purchase and renewal options: (i) Lessee may purchase all (but not less than all) of the Equipment at the end of the Applicable Term for the amount specified on Page 1 of this Schedule (Sale Price); or (ii) Lessee may renew this Schedule for a Renewal Term of not less than 12 months at the periodic Rental Payment amount specified in Option B on Page 1 of this Schedule or, if no such amount is specified, at Fair Rental Value (Renewal Rental Payment) provided, however, that the foregoing renewal option may not be exercised if Lessor reasonably determines that there has been a material adverse change in Lessee's business or financial condition since the Commencement Date. If Lessee decides not to purchase the Equipment or renew this Schedule at the end of the Applicable Term, it shall provide Lessor with irrevocable written notice thereof at least 90 days prior to the expiration of the Applicable Term and return the Equipment to Lessor in accordance with Section 18 of the Agreement.

(b) If Lessee elects to purchase the Equipment, Lessee shall pay Lessor the Sale Price at least 45 days prior to the expiration of the Applicable Term and shall make all other payments required hereunder during the remaining Term of this Schedule. If Lessee elects to renew this Schedule, Lessor and Lessee shall enter into a supplement to this Schedule to confirm the length of the applicable Renewal Term. Throughout the Renewal Term, Lessee shall pay Lessor the Renewal Rental Payment on the same date each period that the Rental Payment was due during the Initial Term.

(c) If Lessee fails to: (i) provide Lessor with the 90 day notice required above; or (ii) pay Lessor the Sale Price as specified above; or (iii) return the Equipment to Lessor in accordance with Section 18 of the Agreement, the Applicable Term shall be extended for successive 90 day periods until Lessee returns the Equipment to Lessor in accordance with Section 18 of the Agreement or Lessor terminates this Schedule by 10 days' written notice to Lessee. If this Schedule is extended pursuant to the preceding sentence, Lessee shall continue to pay Lessor the periodic Rental Payments in effect prior to the expiration of the Applicable Term and all other provisions of the Agreement and this Schedule (including Lessee's purchase and renewal options) shall continue to apply.

(d) If Lessee elects to purchase the Equipment and has completely fulfilled the terms and conditions of the Agreement and this Section 2, then on the last day of the Applicable Term: (i) this Schedule shall terminate and, except as provided in Section 25 of the Agreement, Lessee shall be relieved of all obligations under this Schedule; and (ii) Lessor shall transfer all of its interest in the Equipment to Lessee "AS IS, WHERE IS," and without any warranty, express or implied from Lessor, other than the absence of any liens or claims by, through, or under Lessor.

3. LESSOR'S RETURN. (a) *Specified Loss Value.* If Section 13 of the Agreement provides that Specified Loss Value is a component of Lessor's Return, for purposes of this Schedule the Specified Loss Value of the Equipment shall equal the sum of (i) an amount calculated by Lessor that is the present value (discounted at 3% per annum compounded monthly) of all Rental Payments from the date of the Loss or Event of Default in question to the originally anticipated date of expiration of the then existing term of this Schedule (whether it be the Initial Term or any Renewal Term (Applicable Term)); plus (ii) if Option A of this Schedule has been selected, the present value (computed as described above and calculated by Lessor as of the date of the Loss or Event of Default in question) of the casualty value (determined as set forth below) of the Equipment; plus (iii) if Option B of this Schedule has been selected, the present value (computed as described above and calculated by Lessor as of the date of the Loss or Event of Default in question) of the purchase option amount set forth on Page 1 of this Schedule. The casualty value of the Equipment shall be determined by multiplying the applicable Casualty Percentage (as specified below) by the Total Purchase Price.

(b) *Casualty Percentage.* For purposes of this Schedule the applicable Casualty Percentage shall be (unless otherwise specified on Page 1 of this Schedule) 65% for a Term of less than 36 months; 50% for a Term of 36 months or greater, but less than 48 months; 40% for a Term of 48 months or greater, but less than 60 months; 30% for a Term of 60 months or greater, but less than 72 months; and 20% for a Term of 72 months or greater.

4. TAX INDEMNITY. (a) If Option A has been selected, Lessor intends to take accelerated cost recovery deductions (Recovery Deductions) under sections 167(a) and 168(b) (1) of the Internal Revenue Code of 1986, as amended (Code), and accelerated depreciation deductions under applicable state law (Depreciation Deductions). Accordingly, Lessee makes the following representations, warranties and covenants: (i) at the time Lessee accepts the Equipment pursuant to Section 3 of the Agreement, the Equipment will have been "placed in service" within the meaning of sections 167 and 168 of the Code; (ii) the Total Purchase Price shall qualify for Recovery Deductions and Depreciation Deductions (with the exception of any items that are excluded by specific language on Page 1 of this Schedule and any increase in the Total Purchase Price that is attributable to any accrued interest under a Financing Agreement); (iii) neither Lessee, any of its affiliates, nor any of its successors, subsidiaries or assigns was, is, or will become a tax-exempt entity described in section 168 (h) (2) of the Code at any time during the Term of this Schedule or the five years preceding the Commencement Date; and (iv) at no time during the Term of this Schedule will Lessee (or any of its successors, subsidiaries or assigns) take any action (whether or not such act or omission is otherwise required by the Agreement) that results in a loss, reduction, deferral, recapture or other unavailability to Lessor of any part of the Recovery Deductions or Depreciation Deductions. If, because of a breach of this Section 4(a), Recovery Deductions or Depreciation Deductions are lost, reduced, deferred, recaptured or otherwise made unavailable to Lessor (Tax Loss), Lessee shall, upon demand by Lessor, promptly pay damages to Lessor. The amount of such damages shall be the amount necessary to provide Lessor with a Net Economic Return (as defined in Section 4(c) below) equal to the Net Economic Return that Lessor would have realized if it had not suffered a Tax Loss. A Loss or damage to the Equipment will constitute a breach of this Section 4(a) if it does not result in the payment of the Lessor's Return described in Section 13 of the Agreement.

(b) The amount of each periodic Rental Payment remaining to be paid during the Applicable Term (as previously adjusted pursuant to this Section 4(b)) shall be adjusted, upwards or downwards, if changes are made to the Code (including changes in the corporate income tax rates) or any regulations promulgated thereunder that affect the federal income tax consequences to Lessor that were contemplated by Lessor when it determined the amount of the periodic Rental Payment then in effect (Tax Law Change). The net effect of any adjustment under this Section 4(b) shall be to provide Lessor a Net Economic Return equal to the Net Economic Return that Lessor would have realized if no Tax Law Change had occurred.

(c) Any damages required by Section 4(a) above and any adjustment required by Section 4(b) above shall be in the amount necessary to provide Lessor a net after-tax yield, net after-tax cash flow and net after-tax book earnings (Net Economic Return) equal to the Net Economic Return Lessor would have realized with respect to the transaction contemplated by this Schedule if: (i) Tax Loss or Tax Law Change (as applicable) had not occurred, assuming Lessee would fulfill all of its obligations hereunder, and shall be based upon the same assumptions and pricing analysis used by Lessor in determining the amount of the periodic Rental Payment then in effect, except to the extent such assumptions are affected by the Tax Loss or Tax Law Change (as applicable) at issue. Without limiting the generality of the foregoing, it shall be irrebuttably presumed that all income of Lessor for any year is subject to tax at the highest then applicable federal income tax rate generally applicable to corporations and that Lessor has sufficient taxable income to offset all deductions arising hereunder.

(d) With respect to any damages or adjustments calculated by Lessor as set forth above (Calculation Amount), at the request and expense of Lessee, Lessor shall submit the assumptions and calculations underlying any such Calculation Amount to Lessor's independent certified public accountants for verification of the maintenance of Lessor's Net Economic Return. Such accountants' determination that the Calculation Amount does or does not maintain Lessor's Net Economic Return (and, in the case of the latter, such accountants' determination of the adjusted amount that would maintain such Net Economic Return) shall be binding upon Lessor and Lessee. Lessee agrees that any information provided to such accountants by Lessor constitutes private, proprietary and confidential property of Lessor and that no person other than Lessor and such accountants shall be entitled access thereto.

5. SECURITY INTEREST. If Option A has been selected, Lessor and Lessee intend the transaction described in this Schedule to be a true lease, and Lessor hereby authorizes Lessor to file a financing statement to give public notice of Lessor's ownership of the Equipment. If such transaction is deemed by a court of competent jurisdiction to be a lease intended for security or if Option B has been selected, to secure payment and performance of Lessee's obligations under the Agreement and this Schedule, Lessee grants Lessor and its assigns a purchase money security interest in the Equipment and in all attachments, accessories, add-ons, substitutions, products, replacements, rentals and proceeds (including insurance proceeds) therefrom as well as a security interest in any other equipment financed pursuant to the Agreement or any other agreement between Lessor and Lessee (collectively, Collateral). Lessee shall execute and timely deliver to Lessor financing statements or any other documents Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. Lessor or Lessor's agent may file as a financing statement any lease document for copy thereof, where permitted by law; Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. If Lessee fails to execute any such document, Lessor or Lessor's agent is hereby authorized to file any of the foregoing signed only by Lessor or Lessor's agent.

6. LEASING ADDITIONAL EQUIPMENT. Lessee may request Lessor to finance the costs of any additional equipment by sending Lessor a purchase order or by contacting Lessor or the Seller by telephone or in writing. If the total cost of such additional equipment (Additional Equipment) is Twenty-Five Thousand Dollars or less and if Lessor agrees to lease such Additional Equipment to Lessee, Lessor will signify its agreement by preparing and sending to Lessee a written (Additional Lease) describing the Additional Equipment and specifying the amount and frequency of the Rental Payments, the Length of Initial Term, the applicable purchase and renewal options and such other terms and conditions that apply to such lease. LESSEE AGREES THAT IF LESSOR DOES NOT RECEIVE A WRITTEN OBJECTION TO THE ADDITIONAL LEASE FROM LESSEE WITHIN 10 DAYS AFTER THE DATE OF THE ADDITIONAL LEASE, LESSEE SHALL BE DEEMED TO HAVE (a) IRREVOCABLY ACCEPTED THE ADDITIONAL EQUIPMENT, (b) AUTHORIZED LESSOR TO PAY THE SELLER FOR THE ADDITIONAL EQUIPMENT AND (c) AGREED THAT, EXCEPT AS OTHERWISE SPECIFIED IN THE ADDITIONAL LEASE, SUCH ADDITIONAL LEASE SHALL BE GOVERNED BY ALL OF THE TERMS AND CONDITIONS OF THIS SCHEDULE. If Lessee objects in this manner and within the timeframe set forth above, the Additional Lease shall be null and void and Lessee shall be responsible for fulfilling the obligations of the purchaser under the applicable Purchase Documents.

7. ASSIGNMENT OF PURCHASE DOCUMENTS. Lessee hereby assigns to Lessor all of Lessee's right and interests in and to (a) the Equipment described in this Schedule and (b) any Purchase Documents (including any purchase order issued by Lessor as Lessor's agent) relating thereto. Except for the obligation to pay Seller for the Equipment (if and only if) the Equipment is accepted by Lessee pursuant to the Agreement, such assignment shall not include any of the obligations of the purchaser under the Purchase Documents and Lessee shall at all times remain liable to Seller to perform all of the duties and obligations of the purchaser under the Purchase Documents to the same extent as if an assignment had not occurred. If Seller is not an affiliate of Lessor, Lessee shall obtain Seller's written consent to such assignment and written agreement that upon any return of the Equipment to Lessor, at no additional fee or charge Seller will either (y) grant Lessee any applicable license relating to the use of any software, technical information, confidential business information and other documents (collectively, Licenses) and permit Lessor to assign such License to any subsequent end-user of the Equipment; or (z) grant any subsequent end-user of the Equipment an applicable License, subject to Seller's then-current licensing provisions. Lessee shall at all times remain liable to Seller as the licensor under the License, and Lessor shall not have any obligation whatsoever until and until such License is provided to Lessor in accordance herewith.

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Product Finance



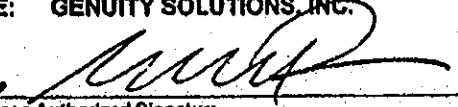
Lucent Technologies

LEASE SCHEDULE WITH FAIR MARKET VALUE PURCHASE OPTION


| | | | |
|--|--|--|---|
| LESSEE: GENUITY SOLUTIONS, INC. | | LESSOR: NEWCOURT COMMUNICATIONS FINANCE CORPORATION | |
| Address 150 Cambridge Park Drive | | Address 2 GATEHALL DRIVE PARSIPPANY, NJ 07054 | |
| City / State / Zip Cambridge, MA 02140 | | Lease Number 0212580 | Schedule Number 00910 |
| SELLER: LUCENT TECHNOLOGIES INC. | | | Total Price Including Installation/One-Time Charges |
| Description of Items to be Leased (the Equipment) | | | |
| <p>Lucent Ultralink, Eprom & Wallboard and other related items, including any attachments, alterations, and additions thereto; any software license or rights; and any related documentation, all as may be more particularly described in the final invoice(s) from the Seller(s).</p> <p>This Schedule describes a coterminous add-on (Addition) to the Equipment described in the Schedule Number 00320 (Primary Schedule). Accordingly (a) if Lessee purchases or renews the Equipment described in the Primary Schedule, Lessee shall, as applicable, purchase the Addition or renew this Schedule for a Renewal Term of the same length as the Renewal Term of the Primary Schedule; and (b) if Lessee is required to pay Lessor the Lessor's Return with respect to the Primary Schedule, Lessee shall pay Lessor the Lessor's Return with respect to this Schedule.</p> <p>Notwithstanding any terms to the contrary contained in the Agreement or this Schedule, the Equipment will be deemed irrevocably accepted by you upon Lessor's receipt of the Seller's invoice for charges related to the installation of the Equipment.</p> | | | |
| THIS TRANSACTION IS INTENDED TO BE A TRUE LEASE. THE TERMS AND CONDITIONS OF LESSEE'S FAIR MARKET VALUE PURCHASE OPTION, ITS FAIR RENTAL VALUE RENEWAL OPTION, AND OTHER IMPORTANT PROVISIONS ARE SET FORTH ON THE BACK OF THIS SCHEDULE. | | Total This Page | \$52,407.40 |
| Additional Provisions | | SubTotal(s) from Attached () Additional Pages | |
| | | Total Purchase Price (Sum of total prices including installation/one-time charges) | \$52,407.40 |
| | | Advance Rent \$0.00 | Rental Payment \$1,517.72 |
| Equipment Location 3 Vandergraf Rd, Burlington, MA 01803 | | Rental Payment Period monthly | Latest Commencement Date 6/30/2000 |
| | | Lease Term (Months) | 38 |

THIS SCHEDULE SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER EQUIPMENT LEASE AGREEMENT OR STANDARD LEASE AGREEMENT REFERENCED BY THE LEASE NUMBER SPECIFIED ABOVE (AGREEMENT) BY AND BETWEEN LESSEE OR ITS AFFILIATE, AS LESSEE, AND LESSOR OR ITS AFFILIATE, AS LESSOR, AND BY THE TERMS AND CONDITIONS SET FORTH ON THE FRONT AND BACK OF THIS SCHEDULE, WHICH IS LESSOR'S STANDARD FORM LTPF-TLS 12/98. PURSUANT TO SUCH TERMS AND CONDITIONS (WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS), LESSEE AGREES TO LEASE FROM LESSOR (AS SPECIFIED BELOW) AND LESSOR AGREES TO LEASE TO LESSEE THE ABOVE REFERENCED EQUIPMENT. IT IS UNDERSTOOD AND AGREED THAT THE TERMS AND CONDITIONS OF THIS SCHEDULE MAY BE DIFFERENT FROM THE TERMS AND CONDITIONS OF PRIOR SCHEDULES AND THAT ANY ASSIGNMENT OR TRANSFER OF THIS SCHEDULE BY LESSOR OR ANY ASSIGNEE SHALL NOT MATERIALLY CHANGE LESSEE'S OBLIGATIONS HEREUNDER. LESSEE AGREES THAT IF A COPY OF THIS SCHEDULE IS SIGNED BY IT AND THE FRONT OF THE COPY IS DELIVERED TO LESSOR BY FACSIMILE TRANSMISSION OR OTHERWISE, TO THE EXTENT ANY PROVISIONS ARE MISSING OR ILLEGIBLE OR CHANGED (AND NOT INITIALED BY BOTH PARTIES), THE TERMS AND CONDITIONS OF LESSOR'S FORM LTPF-TLS 12/98 IN USE ON THE DATE LESSOR RECEIVES THE COPY SIGNED BY LESSEE WILL BE THE TERMS AND CONDITIONS OF THE SCHEDULE. LESSEE REPRESENTS AND WARRANTS THAT IT SHALL LOOK ONLY TO THE SELLER FOR ANY AND ALL CLAIMS AND WARRANTIES RELATING TO THE EQUIPMENT AND THAT IT EITHER HAS REVIEWED, APPROVED AND RECEIVED A COPY OF THE APPLICABLE SUPPLY CONTRACT OR PURCHASE DOCUMENTS OR HAS BEEN INFORMED BY LESSOR THAT IT MAY HAVE RIGHTS UNDER THE SUPPLY CONTRACT OR PURCHASE DOCUMENTS AND MAY CONTACT SELLER FOR A DESCRIPTION OF SUCH RIGHTS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON LESSEE BY ARTICLE 2A OF THE UCC AND ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY THE LESSOR'S RIGHTS AS DESCRIBED IN THE AGREEMENT, THIS SCHEDULE OR ANY OTHER FUNDAMENTAL AGREEMENT (AS DEFINED IN THE AGREEMENT).

LESSEE: GENUITY SOLUTIONS, INC.

By: X 
 Lessee Authorized Signature
 Ira Parker, Chief Legal Counselor
 Print Name and Title
 6/30/00
 Date

**LESSOR: NEWCOURT COMMUNICATIONS
FINANCE CORPORATION**

By: X 
 Lessor Authorized Signature
 Jean Cote, Account Manager
 Print Name and Title
 6/30/00
 Date

Capitalized terms used in this Schedule that are not otherwise defined herein shall have the meanings ascribed to them in the Master Equipment Lease Agreement or Standard Lease Agreement (Agreement) identified by the Lease Number specified on the front of this Schedule. References in this Schedule to Total Purchase Price and Rental Payment shall mean the estimates thereof specified on the front of this Schedule, as they may be adjusted pursuant to the Agreement. With respect to the Equipment described on the front of this Schedule, the terms and conditions of this Schedule shall prevail over any conflicting or inconsistent terms and conditions in the Agreement and/or any amendments thereto entered into prior to the execution of this Schedule. Lessee must commence this lease on or before the date Lessor's pricing and credit approvals expire (Latest Commencement Date).

1. PURCHASE AND RENEWAL OPTIONS. (a) If no Event of Default exists and Lessee delivers to Lessor an irrevocable written election notice at least 90 days prior to the expiration of the Applicable Term, Lessee shall have the following purchase and renewal options: (i) Lessee may purchase all (but not less than all) of the Equipment at the end of the Applicable Term at Fair Market Value (as defined below); or (ii) Lessee may renew this Schedule for a Renewal Term of not less than 12 months to be agreed upon by Lessor and Lessee at Fair Rental Value (as defined below) if Lessor reasonably determines that no material adverse change in Lessee's business or financial condition has occurred since the beginning of the Term. If Lessee decides not to purchase the Equipment or renew this Schedule at the end of the Applicable Term, it shall provide Lessor with irrevocable written notice thereof at least 90 days prior to the expiration of the Applicable Term and return the Equipment to Lessor in accordance with the terms of the Agreement.

(b) If Lessee elects to purchase the Equipment, Lessee shall pay Lessor the Fair Market Value on or before the expiration of the Applicable Term and shall make all other payments required hereunder during the remaining Term. If Lessee elects to renew this Schedule, Lessee and Lessor shall enter into a supplement to this Schedule to confirm the applicable Fair Rental Value and the length of the applicable Renewal Term. Throughout the Renewal Term, Lessee shall pay Lessor the Fair Rental Value on the same date each period that the Rental Payment was due during the Initial Term.

(c) If Lessee fails to: (i) provide Lessor with the 90 day notice required above; or (ii) pay Lessor the Fair Market Value as specified above; or (iii) return the Equipment to Lessor in accordance with the terms of the Agreement, the Applicable Term shall be extended for an additional 3 month period and thereafter for successive one month periods until Lessee delivers the Equipment to Lessor in accordance with the Agreement or Lessor terminates this Schedule by 30 days' written notice to Lessee. If this Schedule is extended pursuant to the preceding sentence, Lessee shall continue to pay Lessor the periodic Rental Payments in effect prior to the expiration of the Applicable Term and all other provisions of the Agreement and this Schedule (including Lessee's purchase and renewal options) shall continue to apply.

(d) Fair Rental Value and Fair Market Value for the Equipment shall be determined by agreement of Lessor and Lessee, or, at Lessee's sole expense, by an independent appraiser selected by Lessor. Fair Rental Value means the periodic amount that would be payable for the Equipment in an arm's length transaction between an informed and willing lessee and an informed and willing lessor, neither under compulsion to lease. Fair Market Value means the total price that would be paid for the Equipment in an arm's length transaction between an informed and willing buyer (other than a used equipment dealer) under no compulsion to buy and an informed and willing seller under no compulsion to sell. In determining Fair Rental Value or Fair Market Value, the costs of removing the Equipment from the Equipment Location and moving it to a new location shall not be deducted from its value.

(e) If Lessee elects to purchase the Equipment and has completely fulfilled the terms and conditions of the Agreement and this Section 1, then on the last day of the Applicable Term: (i) this Schedule shall terminate and, except as provided in the Agreement, Lessee shall be relieved of all obligations under this Schedule; and (ii) Lessor shall transfer all of its interest in the Equipment to Lessee "AS IS, WHERE IS," and without any warranty, express or implied from Lessor, other than the absence of any liens or claims by, through, or under Lessor.

2. LESSOR'S RETURN. If the Agreement is a Master Equipment Lease Agreement and if it provides that Stipulated Loss Value is a component of Lessor's Return, for purposes of this Schedule the Stipulated Loss Value of the Equipment shall equal the sum of (i) an amount calculated by Lessor that is the present value (discounted at 5% per annum compounded monthly) of all Rental Payments from the date of the Loss or Event of Default in question to the originally anticipated date of expiration of the then existing term of this Schedule (whether it be the Initial Term or any Renewal Term (Applicable Term)); plus (ii) the present value (computed as described above and calculated by Lessor as of the date of the Loss or Event of Default in question) of the casualty value (determined as set forth below) of the Equipment. The casualty value of the Equipment shall be determined by multiplying the applicable Casualty Percentage (as specified below) by the Total Purchase Price. For purposes of this Schedule the applicable Casualty Percentage shall be (unless otherwise specified on the front of this Schedule) 65% for a Term of less than 36 months; 50% for a Term of 36 months or greater, but less than 48 months; 40% for a Term of 48 months or greater, but less than 60 months; 30% for a Term of 60 months or greater, but less than 72 months; and 20% for a Term of 72 months or greater. This Section is not applicable if the Agreement is a Standard Lease Agreement.

3. TAX BENEFITS. Lessee and Lessor intend that Lessor shall be entitled to all of the Federal and state tax benefits associated with the ownership of the Equipment, including but not limited to accelerated cost recovery deductions under sections 167(a) and 168(b)(1) of the Internal Revenue Code of 1986, as amended.

(Code), and accelerated depreciation deductions under applicable state law (collectively, Tax Benefits). Lessee promises that at no time during the Term of this Schedule will Lessee (or any of its successors, sublessees or assigns) take any action or fail to take any action that would result in a loss, reduction, deferral, recapture or other unavailability to Lessor (or any consolidated group with which Lessor files tax returns) of any part of the Tax Benefits. Lessee also represents and warrants that neither Lessee, any of its affiliates, nor any of its successors, sublessees or assigns was, is or will become a tax-exempt entity described in section 168(h)(2) of the Code at any time during the Term of this Schedule or the five years preceding the Commencement Date.

4. SECURITY INTEREST. Lessor and Lessee intend the transaction described in this Schedule to be a true lease, and Lessee hereby authorizes Lessor to file a financing statement to give public notice of Lessor's ownership of the Equipment. If such transaction is deemed by a court of competent jurisdiction to be a lease intended for security, to secure payment and performance of Lessee's obligations under the Agreement and this Schedule, Lessee grants Lessor and its assigns a purchase money security interest in the Equipment and in all attachments, accessories, additions, substitutions, products, replacements, rentals and proceeds (including insurance proceeds) therefrom as well as a security interest in any other equipment financed pursuant to the Agreement or any other agreement between Lessor and Lessee (collectively, Collateral). Lessee shall execute and timely deliver to Lessor financing statements or any other documents Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. Lessor or Lessor's agent may file as a financing statement any lease document (or copy thereof, where permitted by law) Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. If Lessee fails to execute any such document, Lessor or Lessor's agent is hereby authorized to file any of the foregoing signed only by Lessor or Lessor's agent. LESSEE HEREBY APPOINTS LESSOR OR LESSOR'S DESIGNEE AS LESSEE'S ATTORNEY-IN-FACT TO EXECUTE AND FILE, ON LESSEE'S BEHALF, FINANCING STATEMENTS COVERING ANY EQUIPMENT SUBJECT TO THIS SCHEDULE OR THE AGREEMENT.

5. LEASING ADDITIONAL EQUIPMENT. Lessee may request Lessor to finance the costs of additional equipment (whether or not such items are additions to the Equipment) by sending Lessor a purchase order or by contacting us or the Seller by telephone or via a writing or an electronic or facsimile transmission. If the estimated total cost of such equipment (Additional Equipment) is \$25,000 or less and if Lessor agrees to provide such financing, Lessor shall signify its agreement by preparing and sending to Lessee a writing (Additional Lease) describing the Additional Equipment and specifying the amount and frequency of the Rental Payments, the Lease Term, the end of term options and such other terms and conditions that apply to such lease. LESSEE AGREES THAT IF THE LESSOR DOES NOT RECEIVE A WRITTEN OBJECTION TO THE ADDITIONAL LEASE FROM THE LESSEE WITHIN 10 DAYS AFTER THE DATE OF THE ADDITIONAL LEASE, LESSEE WILL BE DEEMED TO HAVE IRREVOCABLY ACCEPTED THE ADDITIONAL EQUIPMENT AND AGREED THAT, EXCEPT AS OTHERWISE SPECIFIED IN THE ADDITIONAL LEASE, SUCH ADDITIONAL LEASE SHALL BE GOVERNED BY ALL OF THE TERMS AND CONDITIONS OF THIS LEASE. If Lessee objects in the manner and within the timeframes described above, such Additional Lease shall be null and void and Lessee shall be responsible for fulfilling the obligations of the purchaser under the applicable Supply Contract or Purchase Documents.

6. ASSIGNMENT OF PURCHASE DOCUMENTS. Lessee hereby assigns to Lessor all of Lessee's right and interests in and to (a) the Equipment described in this Schedule and (b) any Purchase Documents (including any purchase order issued by Lessor as Lessee's agent) relating thereto. Except for the obligation to pay Seller for the Equipment if (and only if) the Equipment is accepted by Lessee pursuant to the Agreement, such assignment shall not include any of the obligations of the purchaser under the Purchase Documents and Lessee shall at all times remain liable to Seller to perform all of the duties and obligations of the purchaser under the Purchase Documents to the same extent as if an assignment had not occurred. Lessee shall obtain Seller's written consent to such assignment and written agreement that upon any return of the Equipment to Lessor, at no additional fee or charge Seller will either (y) grant Lessor any applicable license relating to the use of any software, technical information, confidential business information and other documentation (collectively, License) and permit Lessor to assign such License to any subsequent end-user of the Equipment; or (z) grant any subsequent end-user of the Equipment an applicable License, subject to Seller's then-current licensing provisions. Lessee shall at all times remain liable to Seller as the licensee under the License, and Lessor shall not have any obligation thereunder unless and until such License is provided to Lessor in accordance herewith.

7. FACSIMILES. IF A SIGNED COPY OF THIS SCHEDULE IS DELIVERED TO LESSOR BY FACSIMILE TRANSMISSION, IT WILL BE BINDING ON LESSEE. HOWEVER, LESSOR WILL NOT BE BOUND UNTIL IT ACCEPTS THE SCHEDULE BY MANUALLY SIGNING IT OR BY PURCHASING THE EQUIPMENT, WHICHEVER OCCURS FIRST. LESSEE WAIVES NOTICE OF LESSOR'S ACCEPTANCE AND WAIVES ITS RIGHT TO RECEIVE A COPY OF THE ACCEPTED SCHEDULE. IF LESSEE DELIVERS THIS SCHEDULE TO LESSOR BY FACSIMILE TRANSMISSION, LESSEE ACKNOWLEDGES THAT LESSOR IS RELYING ON LESSEE'S REPRESENTATION THAT THE SCHEDULE HAS NOT BEEN CHANGED. LESSEE AGREES THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS SCHEDULE, LESSOR MAY PRODUCE A COPY OF THE SCHEDULE TRANSMITTED TO IT BY FACSIMILE TRANSMISSION THAT HAS BEEN MANUALLY SIGNED BY LESSOR AND SUCH SIGNED COPY SHALL BE DEEMED TO BE THE ORIGINAL.

8. CHATTEL PAPER. If multiple copies of this Schedule are signed by Lessor and Lessee, only one copy of the Schedule shall be marked "Original" (Original), and all other copies shall be marked as, and shall be, duplicates. To the extent that this Schedule constitutes chattel paper (as such term is defined in the Uniform Commercial Code in effect in any applicable jurisdiction), no security interest therein may be created through the transfer or possession of any copy other than the Original.

LTPF - TLS 12/98

Product Finance



Lucent Technologies

LEASE SCHEDULE WITH FAIR MARKET VALUE PURCHASE OPTION

| | | | |
|---|--|--|--------------------------|
| LESSEE: GENUITY SOLUTIONS, INC. | | LESSOR: NEWCOURT COMMUNICATIONS FINANCE CORPORATION | |
| Address 150 Cambridge Park Drive | | Address 2 GATEHALL DRIVE PARSIPPANY, NJ 07054 | |
| City / State / Zip Cambridge, MA 02140 | | Lease Number e212580 | Schedule Number 00940 |

SELLER: LUCENT TECHNOLOGIES INC.

Total Price Including
Installation/One-Time
Charges

Description of Items to be Leased (the Equipment)

Lucent Definity Addition and other related items, including any attachments, alterations, and additions thereto; any software license or rights; and any related documentation, all as may be more particularly described in the final invoice(s) from the Seller(s).

This Schedule describes a coterminous add-on (Addition) to the Equipment described in the Schedule Number 00170 (Primary Schedule). Accordingly (a) if Lessee purchases or renews the Equipment described in the Primary Schedule, Lessee shall, as applicable, purchase the Addition or renew this Schedule for a Renewal Term of the same length as the Renewal Term of the Primary Schedule; and (b) if Lessee is required to pay Lessor the Lessor's Return with respect to the Primary Schedule, Lessee shall pay Lessor the Lessor's Return with respect to this Schedule.

Notwithstanding any terms to the contrary contained in the Agreement or this Schedule, the Equipment will be deemed irrevocably accepted by you upon Lessor's receipt of the Seller's Invoice for charges related to the installation of the Equipment.

THIS TRANSACTION IS INTENDED TO BE A TRUE LEASE. THE TERMS AND CONDITIONS OF LESSEE'S FAIR MARKET VALUE PURCHASE OPTION, ITS FAIR RENTAL VALUE RENEWAL OPTION, AND OTHER IMPORTANT PROVISIONS ARE SET FORTH ON THE BACK OF THIS SCHEDULE.

Additional Provisions

Total This Page

\$23,655.40

SubTotal(s) from
Attached () Additional PagesTotal Purchase Price
(Sum of total prices including
Installation/one-time charges)

\$23,655.40

Advance Rent
\$0.00Rental Payment
\$1,048.41

Equipment Location

9861 Broken Land Pkwy, 1st Flr, Columbia, MD 21046

Rental Payment Period
monthlyLatest Commencement Date
6/30/2000

Lease Term (Months) 24

THIS SCHEDULE SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER EQUIPMENT LEASE AGREEMENT OR STANDARD LEASE AGREEMENT REFERENCED BY THE LEASE NUMBER SPECIFIED ABOVE (AGREEMENT) BY AND BETWEEN LESSEE OR ITS AFFILIATE, AS LESSEE, AND LESSOR OR ITS AFFILIATE, AS LESSOR, AND BY THE TERMS AND CONDITIONS SET FORTH ON THE FRONT AND BACK OF THIS SCHEDULE, WHICH IS LESSOR'S STANDARD FORM LTPF-TLS 12/98. PURSUANT TO SUCH TERMS AND CONDITIONS (WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS), LESSEE AGREES TO LEASE FROM LESSOR (AS SPECIFIED BELOW) AND LESSOR AGREES TO LEASE TO LESSEE THE ABOVE REFERENCED EQUIPMENT. IT IS UNDERSTOOD AND AGREED THAT THE TERMS AND CONDITIONS OF THIS SCHEDULE MAY BE DIFFERENT FROM THE TERMS AND CONDITIONS OF PRIOR SCHEDULES AND THAT ANY ASSIGNMENT OR TRANSFER OF THIS SCHEDULE BY LESSOR OR ANY ASSIGNEE SHALL NOT MATERIALLY CHANGE LESSEE'S OBLIGATIONS HEREUNDER. LESSEE AGREES THAT IF A COPY OF THIS SCHEDULE IS SIGNED BY IT AND THE FRONT OF THE COPY IS DELIVERED TO LESSOR BY FACSIMILE TRANSMISSION OR OTHERWISE, TO THE EXTENT ANY PROVISIONS ARE MISSING OR ILLEGIBLE OR CHANGED (AND NOT INITIALED BY BOTH PARTIES), THE TERMS AND CONDITIONS OF LESSOR'S FORM LTPF-TLS 12/98 IN USE ON THE DATE LESSOR RECEIVES THE COPY SIGNED BY LESSEE WILL BE THE TERMS AND CONDITIONS OF THE SCHEDULE. LESSEE REPRESENTS AND WARRANTS THAT IT SHALL LOOK ONLY TO THE SELLER FOR ANY AND ALL CLAIMS AND WARRANTIES RELATING TO THE EQUIPMENT AND THAT IT EITHER HAS REVIEWED, APPROVED AND RECEIVED A COPY OF THE APPLICABLE SUPPLY CONTRACT OR PURCHASE DOCUMENTS OR HAS BEEN INFORMED BY LESSOR THAT IT MAY HAVE RIGHTS UNDER THE SUPPLY CONTRACT OR PURCHASE DOCUMENTS AND MAY CONTACT SELLER FOR A DESCRIPTION OF SUCH RIGHTS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON LESSEE BY ARTICLE 2A OF THE UCC AND ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY THE LESSOR'S RIGHTS AS DESCRIBED IN THE AGREEMENT, THIS SCHEDULE OR ANY OTHER FUNDAMENTAL AGREEMENT (AS DEFINED IN THE AGREEMENT).

LESSEE: GENUITY SOLUTIONS, INC.

LESSOR: NEWCOURT COMMUNICATIONS
FINANCE CORPORATION

By: X

Lessee Authorized Signature

J. Ira Parker Chief Legal Counselor

Print Name and Title

7-31-00

Date

By: X

Lessor Authorized Signature

Sean Cote Account Manager

Print Name and Title

8/10/00

Date

Capitalized terms used in this Schedule shall have the meanings ascribed to them in the Master Equipment Lease Agreement or Standard Lease Agreement (Agreement) identified by the Lease Number specified on the front of this Schedule. References in this Schedule to Total Purchase Price and Rental Payment shall mean the estimates thereof specified on the front of this Schedule, as they may be adjusted pursuant to the Agreement. With respect to the Equipment described on the front of this Schedule, the terms and conditions of this Schedule shall prevail over any conflicting or inconsistent terms and conditions in the Agreement and/or any amendments thereto entered into prior to the execution of this Schedule. Lessee must commence this lease on or before the date Lessor's pricing and credit approvals expire (Latest Commencement Date).

1. PURCHASE AND RENEWAL OPTIONS. (a) *If no Event of Default exists and Lessee delivers to Lessor an irrevocable written election notice at least 90 days prior to the expiration of the Applicable Term, Lessee shall have the following purchase and renewal options:* (i) Lessee may purchase all (but not less than all) of the Equipment at the end of the Applicable Term at Fair Market Value (as defined below); or (ii) Lessee may renew this Schedule for a Renewal Term of not less than 12 months to be agreed upon by Lessor and Lessee at Fair Rental Value (as defined below) if Lessor reasonably determines that no material adverse change in Lessee's business or financial condition has occurred since the beginning of the Term. If Lessee decides not to purchase the Equipment or renew this Schedule at the end of the Applicable Term, it shall provide Lessor with irrevocable written notice thereof at least 90 days prior to the expiration of the Applicable Term and return the Equipment to Lessor in accordance with the terms of the Agreement.

(b) If Lessee elects to purchase the Equipment, Lessee shall pay Lessor the Fair Market Value on or before the expiration of the Applicable Term and shall make all other payments required hereunder during the remaining Term. If Lessee elects to renew this Schedule, Lessee and Lessor shall enter into a supplement to this Schedule to confirm the applicable Fair Rental Value and the length of the applicable Renewal Term. Throughout the Renewal Term, Lessee shall pay Lessor the Fair Rental Value on the same date each period that the Rental Payment was due during the Initial Term.

(c) If Lessee fails to: (i) provide Lessor with the 90 day notice required above, or (ii) pay Lessor the Fair Market Value as specified above; or (iii) return the Equipment to Lessor in accordance with the terms of the Agreement, the Applicable Term shall be extended for an additional 3 month period and thereafter for successive one month periods until Lessee delivers the Equipment to Lessor in accordance with the Agreement or Lessor terminates this Schedule by 30 days' written notice to Lessee. If this Schedule is extended pursuant to the preceding sentence, Lessee shall continue to pay Lessor the periodic Rental Payments in effect prior to the expiration of the Applicable Term and all other provisions of the Agreement and this Schedule (including Lessee's purchase and renewal options) shall continue to apply.

(d) Fair Rental Value and Fair Market Value for the Equipment shall be determined by agreement of Lessor and Lessee, or, at Lessee's sole expense, by an independent appraiser selected by Lessor. Fair Rental Value means the periodic amount that would be payable for the Equipment in an arm's length transaction between an informed and willing lessee and an informed and willing lessor, neither under compulsion to lease. Fair Market Value means the total price that would be paid for the Equipment in an arm's length transaction between an informed and willing buyer (other than a used equipment dealer) under no compulsion to buy and an informed and willing seller under no compulsion to sell. In determining Fair Rental Value or Fair Market Value, the costs of removing the Equipment from the Equipment Location and moving it to a new location shall not be deducted from its value.

(e) If Lessee elects to purchase the Equipment and has completely fulfilled the terms and conditions of the Agreement and this Section 1, then on the last day of the Applicable Term: (i) this Schedule shall terminate and, except as provided in the Agreement, Lessee shall be relieved of all obligations under this Schedule; and (ii) Lessor shall transfer all of its interest in the Equipment to Lessee "AS IS, WHERE IS," and without any warranty, express or implied from Lessor, other than the absence of any liens or claims by, through, or under Lessor.

2. LESSOR'S RETURN. If the Agreement is a Master Equipment Lease Agreement and if it provides that Stipulated Loss Value is a component of Lessor's Return, for purposes of this Schedule the Stipulated Loss Value of the Equipment shall equal the sum of (i) an amount calculated by Lessor that is the present value (discounted at 5% per annum compounded monthly) of all Rental Payments from the date of the Loss or Event of Default in question to the originally anticipated date of expiration of the then existing term of this Schedule (whether it be the Initial Term or any Renewal Term (Applicable Term)); plus (ii) the present value (computed as described above and calculated by Lessor as of the date of the Loss or Event of Default in question) of the casualty value (determined as set forth below) of the Equipment. The casualty value of the Equipment shall be determined by multiplying the applicable Casualty Percentage (as specified below) by the Total Purchase Price. For purposes of this Schedule the applicable Casualty Percentage shall be (unless otherwise specified on the front of this Schedule) 65% for a Term of less than 36 months; 50% for a Term of 36 months or greater, but less than 48 months; 40% for a Term of 48 months or greater, but less than 60 months; 30% for a Term of 60 months or greater, but less than 72 months; and 20% for a Term of 72 months or greater. This Section is not applicable if the Agreement is a Standard Lease Agreement.

3. TAX BENEFITS. Lessee and Lessor intend that Lessor shall be entitled to all of the Federal and state tax benefits associated with the ownership of the Equipment, including but not limited to accelerated cost recovery deductions under sections 167(a) and 168(b) (1) of the Internal Revenue Code of 1986, as amended

(Code), and accelerated depreciation deductions under applicable state law (collectively, Tax Benefits). Lessee promises that at no time during the Term of this Schedule will Lessee (or any of its successors, sublessees or assigns) take any action or fail to take any action that would result in a loss, reduction, deferral, recapture or other unavailability to Lessor (or any consolidated group with which Lessor files tax returns) of any part of the Tax Benefits. Lessee also represents and warrants that neither Lessee, nor any of its affiliates, nor any of its successors, sublessees or assigns was, is or will become a tax-exempt entity described in section 168(h) (2) of the Code at any time during the Term of this Schedule or the five years preceding the Commencement Date.

4. SECURITY INTEREST. Lessor and Lessee intend the transaction described in this Schedule to be a true lease, and Lessee hereby authorizes Lessor to file a financing statement to give public notice of Lessor's ownership of the Equipment. If such transaction is deemed by a court of competent jurisdiction to be a lease intended for security, to secure payment and performance of Lessee's obligations under the Agreement and this Schedule, Lessee grants Lessor and its assigns a purchase money security interest in the Equipment and in all attachments, accessories, additions, substitutions, products, replacements, rentals and proceeds (including insurance proceeds) therefrom as well as a security interest in any other equipment financed pursuant to the Agreement or any other agreement between Lessor and Lessee (collectively, Collateral). Lessee shall execute and timely deliver to Lessor financing statements or any other documents Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. Lessor or Lessor's agent may file as a financing statement any lease document (or copy thereof, where permitted by law) Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. If Lessee fails to execute any such document, Lessor or Lessor's agent is hereby authorized to file any of the foregoing signed only by Lessor or Lessor's agent. LESSEE HEREBY APPOINTS LESSOR OR LESSOR'S DESIGNEE AS LESSEE'S ATTORNEY-IN-FACT TO EXECUTE AND FILE, ON LESSEE'S BEHALF, FINANCING STATEMENTS COVERING ANY EQUIPMENT SUBJECT TO THIS SCHEDULE OR THE AGREEMENT.

5. LEASING ADDITIONAL EQUIPMENT. Lessee may request Lessor to finance the costs of additional equipment (whether or not such items are additions to the Equipment) by sending Lessor a purchase order or by contacting us or the Seller by telephone or via a writing or an electronic or facsimile transmission. If the estimated total cost of such equipment (Additional Equipment) is \$25,000 or less and if Lessor agrees to provide such financing, Lessor shall signify its agreement by preparing and sending to Lessee a writing (Additional Lease) describing the Additional Equipment and specifying the amount and frequency of the Rental Payments, the Lease Term, the end of term options and such other terms and conditions that apply to such lease. LESSEE AGREES THAT IF THE LESSOR DOES NOT RECEIVE A WRITTEN OBJECTION TO THE ADDITIONAL LEASE FROM THE LESSEE WITHIN 10 DAYS AFTER THE DATE OF THE ADDITIONAL LEASE, LESSEE WILL BE DEEMED TO HAVE IRREVOCABLY ACCEPTED THE ADDITIONAL EQUIPMENT AND AGREED THAT, EXCEPT AS OTHERWISE SPECIFIED IN THE ADDITIONAL LEASE, SUCH ADDITIONAL LEASE SHALL BE GOVERNED BY ALL OF THE TERMS AND CONDITIONS OF THIS LEASE. If Lessee objects in the manner and within the timeframes described above, such Additional Lease shall be null and void and Lessee shall be responsible for fulfilling the obligations of the purchaser under the applicable Supply Contract or Purchase Documents.

6. ASSIGNMENT OF PURCHASE DOCUMENTS. Lessee hereby assigns to Lessor all of Lessee's right and interests in and to (a) the Equipment described in this Schedule and (b) any Purchase Documents (including any purchase order issued by Lessor as Lessee's agent) relating thereto. Except for the obligation to pay Seller for the Equipment if (and only if) the Equipment is accepted by Lessee pursuant to the Agreement, such assignment shall not include any of the obligations of the purchaser under the Purchase Documents and Lessee shall at all times remain liable to Seller to perform all of the duties and obligations of the purchaser under the Purchase Documents to the same extent as if an assignment had not occurred. Lessee shall obtain Seller's written consent to such assignment and written agreement that upon any return of the Equipment to Lessor, at no additional fee or charge Seller will either (y) grant Lessor any applicable license relating to the use of any software, technical information, confidential business information and other documentation (collectively, License) and permit Lessor to assign such License to any subsequent end-user of the Equipment; or (z) grant any subsequent end-user of the Equipment an applicable License, subject to Seller's then-current licensing provisions. Lessee shall at all times remain liable to Seller as the licensee under the License, and Lessor shall not have any obligation thereunder unless and until such License is provided to Lessor in accordance herewith.

7. FACSIMILES. IF A SIGNED COPY OF THIS SCHEDULE IS DELIVERED TO LESSOR BY FACSIMILE TRANSMISSION, IT WILL BE BINDING ON LESSEE. HOWEVER, LESSOR WILL NOT BE BOUND UNTIL IT ACCEPTS THE SCHEDULE BY MANUALLY SIGNING IT OR BY PURCHASING THE EQUIPMENT, WHICHEVER OCCURS FIRST. LESSEE WAIVES NOTICE OF LESSOR'S ACCEPTANCE AND WAIVES ITS RIGHT TO RECEIVE A COPY OF THE ACCEPTED SCHEDULE. IF LESSEE DELIVERS THIS SCHEDULE TO LESSOR BY FACSIMILE TRANSMISSION, LESSEE ACKNOWLEDGES THAT LESSOR IS RELYING ON LESSEE'S REPRESENTATION THAT THE SCHEDULE HAS NOT BEEN CHANGED. LESSEE AGREES THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS SCHEDULE, LESSOR MAY PRODUCE A COPY OF THE SCHEDULE TRANSMITTED TO IT BY FACSIMILE TRANSMISSION THAT HAS BEEN MANUALLY SIGNED BY LESSOR AND SUCH SIGNED COPY SHALL BE DEEMED TO BE THE ORIGINAL.

8. CHATTEL PAPER. If multiple copies of this Schedule are signed by Lessor and Lessee, only one copy of this Schedule shall be marked "Original" (Original), and all other copies shall be marked as, and shall be, duplicates. To the extent that this Schedule constitutes chattel paper (as such term is defined in the Uniform Commercial Code in effect in any applicable jurisdiction), no security interest therein may be created through the transfer or possession of any copy other than the Original.

AIV LTPF-CC05B 8-98

**ASTER EQUIPMENT LEASE
GREEMENT SCHEDULE**

| | | | |
|--|--|---|--|
| SEE: BBN CORPORATION | | LESSOR: NEWCOURT COMMUNICATIONS FINANCE CORPORATION | |
| Address 50 Cambridge Park Drive City / State / Zip Cambridge, MA 02140 | | 2 Gatehall Drive, Parsippany, NJ 07054 Lease Number E212580 Schedule Number 00950 | |
| SELLER: LUCENT TECHNOLOGIES INC. | | Total Price Including Installation/One-Time Charges | |
| Description of Items to be Leased (the Equipment) Lucent Technologies Definity G3si With Intuity and other related items, including any attachments, alterations, and additions thereto; any software license or rights; and any related documentation, all as may be more particularly described in the final invoice(s) from the Seller(s). | | | |
| Option A <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Total This Page | | \$86,720.55 |
| Lessee selects a fair market value purchase option and a fair rental value renewal option. | Sub Total(s) From Attached () Additional Pages | | |
| Option B <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Total Purchase Price (Sum of total prices including installation/one-time charges) | | \$86,720.55 |
| Lessee selects (i) a fixed price purchase option either \$ _____ or _____ % of the Total Purchase Price, and (ii) a fixed price renewal option of _____ % of the periodic Rental Payment. | Advance Rent \$1,605.20 | | Rental Payment \$1,605.20 |
| THE TERMS AND CONDITIONS OF THE FOREGOING OPTIONS AND OTHER IMPORTANT PROVISIONS ARE SET FORTH ON THE BACK OF THIS SCHEDULE. | Rental Payment Period Monthly | | Latest Commencement Date 02/28/2000 |
| Equipment Location 575 Mac Arthur Ct, Ste 400, Newport Beach, CA 92662 | | Length of Initial Term 60 months | |

THIS SCHEDULE SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER EQUIPMENT LEASE AGREEMENT REFERENCED BY THE LEASE NUMBER SPECIFIED ABOVE (AGREEMENT) BY AND BETWEEN LESSEE, AS LESSEE, AND LESSOR OR NEWCOURT CREDIT GROUP, INC. OR ANY AFFILIATE OR SUBSIDIARY HEREOF, AS LESSOR, AND BY THE TERMS AND CONDITIONS SET FORTH ON THE FRONT AND BACK OF THIS SCHEDULE, PURSUANT TO SUCH TERMS AND CONDITIONS (WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS); LESSEE AGREES TO LEASE FROM LESSOR (AS SPECIFIED BELOW) AND LESSOR AGREES TO LEASE TO LESSEE THE ABOVE REFERENCED EQUIPMENT. IT IS UNDERSTOOD AND AGREED THAT THE TERMS AND CONDITIONS OF THIS SCHEDULE MAY BE DIFFERENT FROM THE TERMS AND CONDITIONS OF PRIOR SCHEDULES AND THAT ANY ASSIGNMENT OR TRANSFER PURSUANT TO SECTION 23 OF THE AGREEMENT BY LESSOR OR ANY ASSIGNEE SHALL NOT MATERIALLY CHANGE LESSEE'S OBLIGATIONS HEREUNDER. LESSEE REPRESENTS AND WARRANTS THAT IT SHALL LOOK ONLY TO THE SELLER FOR ANY AND ALL CLAIMS AND WARRANTIES RELATING TO THE EQUIPMENT AND THAT IT EITHER HAS REVIEWED, APPROVED AND RECEIVED A COPY OF THE APPLICABLE PURCHASE DOCUMENTS OR HAS BEEN INFORMED BY LESSOR THAT IT MAY HAVE RIGHTS UNDER THE PURCHASE DOCUMENTS AND MAY CONTACT SELLER FOR A DESCRIPTION OF SUCH RIGHTS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON LESSEE BY ARTICLE 2A OF THE UCC AND ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY THE LESSOR'S RIGHTS AS DESCRIBED IN THE AGREEMENT, THIS SCHEDULE OR ANY OTHER FUNDAMENTAL AGREEMENT (AS DEFINED IN THE AGREEMENT).

BBN CORPORATION

Lessee

David B. Monaghan, Jr.
 Lessee Authorized Signature
 David B. Monaghan, Jr.

Print Name and Title

Vice President Finance

Date 2/28/00

NEWCOURT COMMUNICATIONS FINANCE CORPORATION

By:

Lessor Authorized Signature

Christine Walker

Print Name and Title

3-9-2000

Date

LTPF - TLS 1298

Product Finance



Lucient Technologies

LEASE SCHEDULE WITH FAIR MARKET VALUE PURCHASE OPTION

| | | | |
|---|--|--|--------------------------|
| LESSEE: GENUITY SOLUTIONS, INC. | | LESSOR: NEWCOURT COMMUNICATIONS FINANCE CORPORATION | |
| Address 150 Cambridge Park Drive | | Address 2 GATEHALL DRIVE PARSIPPANY, NJ 07054 | |
| City / State / Zip Cambridge, MA 02140 | | Lease Number e212580 | Schedule Number 00980 |

SELLER: LUCENT TECHNOLOGIES INC.Total Price Including
Installation/One-Time
Charges

Description of Items to be Leased (the Equipment)

Lucent Definity Addition and other related items, including any attachments, alterations, and additions thereto; any software license or rights; and any related documentation, all as may be more particularly described in the final invoice(s) from the Seller(s).

This Schedule describes a coterminous add-on (Addition) to the Equipment described in the Schedule Number 00170 (Primary Schedule). Accordingly (a) if Lessee purchases or renews the Equipment described in the Primary Schedule, Lessee shall, as applicable, purchase the Addition or renew this Schedule for a Renewal Term of the same length as the Renewal Term of the Primary Schedule; and (b) if Lessee is required to pay Lessor the Lessor's Return with respect to the Primary Schedule, Lessee shall pay Lessor the Lessor's Return with respect to this Schedule.

Notwithstanding any terms to the contrary contained in the Agreement or this Schedule, the Equipment will be deemed irrevocably accepted by you upon Lessor's receipt of the Seller's invoice for charges related to the installation of the Equipment.

THIS TRANSACTION IS INTENDED TO BE A TRUE LEASE. THE TERMS AND CONDITIONS OF LESSEE'S FAIR MARKET VALUE PURCHASE OPTION, ITS FAIR RENTAL VALUE RENEWAL OPTION, AND OTHER IMPORTANT PROVISIONS ARE SET FORTH ON THE BACK OF THIS SCHEDULE.

Additional Provisions

Total This Page

\$81,195.19

SubTotal(s) from
Attached () Additional PagesTotal Purchase Price
(Sum of total prices including
installation/one-time charges)

\$81,195.19

Advance Rent
\$0.00Rental Payment
\$3,598.57Equipment Location
9780 Patuxent Wood, Columbia, MD 21046Rental Payment Period
monthlyLatest Commencement Date
6/30/2000

Lease Term (Months) 24

THIS SCHEDULE SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER EQUIPMENT LEASE AGREEMENT OR STANDARD LEASE AGREEMENT REFERENCED BY THE LEASE NUMBER SPECIFIED ABOVE (AGREEMENT) BY AND BETWEEN LESSEE OR ITS AFFILIATE, AS LESSEE, AND LESSOR OR ITS AFFILIATE, AS LESSOR, AND BY THE TERMS AND CONDITIONS SET FORTH ON THE FRONT AND BACK OF THIS SCHEDULE, WHICH IS LESSOR'S STANDARD FORM LTPF-TLS 1298, PURSUANT TO SUCH TERMS AND CONDITIONS (WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS), LESSEE AGREES TO LEASE FROM LESSOR (AS SPECIFIED BELOW) AND LESSOR AGREES TO LEASE TO LESSEE THE ABOVE REFERENCED EQUIPMENT. IT IS UNDERSTOOD AND AGREED THAT THE TERMS AND CONDITIONS OF THIS SCHEDULE MAY BE DIFFERENT FROM THE TERMS AND CONDITIONS OF PRIOR SCHEDULES AND THAT ANY ASSIGNMENT OR TRANSFER OF THIS SCHEDULE BY LESSOR OR ANY ASSIGNEE SHALL NOT MATERIALLY CHANGE LESSEE'S OBLIGATIONS HEREUNDER. LESSEE AGREES THAT IF A COPY OF THIS SCHEDULE IS SIGNED BY IT AND THE FRONT OF THE COPY IS DELIVERED TO LESSOR BY FACSIMILE TRANSMISSION OR OTHERWISE, TO THE EXTENT ANY PROVISIONS ARE MISSING OR ILLEGIBLE OR CHANGED (AND NOT INITIALED BY BOTH PARTIES), THE TERMS AND CONDITIONS OF LESSOR'S FORM LTPF-TLS 1298 IN USE ON THE DATE LESSOR RECEIVES THE COPY SIGNED BY LESSEE WILL BE THE TERMS AND CONDITIONS OF THE SCHEDULE. LESSEE REPRESENTS AND WARRANTS THAT IT SHALL LOOK ONLY TO THE SELLER FOR ANY AND ALL CLAIMS AND WARRANTIES RELATING TO THE EQUIPMENT AND THAT IT EITHER HAS REVIEWED, APPROVED AND RECEIVED A COPY OF THE APPLICABLE SUPPLY CONTRACT OR PURCHASE DOCUMENTS OR HAS BEEN INFORMED BY LESSOR THAT IT MAY HAVE RIGHTS UNDER THE SUPPLY CONTRACT OR PURCHASE DOCUMENTS AND MAY CONTACT SELLER FOR A DESCRIPTION OF SUCH RIGHTS, TO THE EXTENT PERMITTED BY APPLICABLE LAW. LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON LESSEE BY ARTICLE 2A OF THE UCC AND ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY THE LESSOR'S RIGHTS AS DESCRIBED IN THE AGREEMENT, THIS SCHEDULE OR ANY OTHER FUNDAMENTAL AGREEMENT (AS DEFINED IN THE AGREEMENT).

LESSEE: GENUITY SOLUTIONS, INC.**LESSOR: NEWCOURT COMMUNICATIONS
FINANCE CORPORATION**

By:

Lessee Authorized Signature

Ira Parker Chief Legal Counsel

Print Name and Title

7-31-00

Date

By: X

Lessor Authorized Signature

Jean Cote, Account Manager

Print Name and Title

8/10/00

Date

Capitalized terms used in this Schedule that are not otherwise defined herein shall have the meanings ascribed to them in the Master Equipment Lease Agreement or Standard Lease Agreement (Agreement) identified by the Lease Number specified on the front of this Schedule. References in this Schedule to Total Purchase Price and Rental Payment shall mean the estimates thereof specified on the front of this Schedule, as they may be adjusted pursuant to the Agreement. With respect to the Equipment described on the front of this Schedule, the terms and conditions of this Schedule shall prevail over any conflicting or inconsistent terms and conditions in the Agreement and/or any amendments thereto entered into prior to the execution of this Schedule. Lessee must commence this lease on or before the date Lessor's pricing and credit approvals expire (Latest Commencement Date).

1. PURCHASE AND RENEWAL OPTIONS. (a) If no Event of Default exists and Lessee delivers to Lessor an irrevocable written election notice at least 90 days prior to the expiration of the Applicable Term, Lessee shall have the following purchase and renewal options: (i) Lessee may purchase all (but not less than all) of the Equipment at the end of the Applicable Term at Fair Market Value (as defined below); or (ii) Lessee may renew this Schedule for a Renewal Term of not less than 12 months to be agreed upon by Lessor and Lessee at Fair Rental Value (as defined below) if Lessor reasonably determines that no material adverse change in Lessee's business or financial condition has occurred since the beginning of the Term. If Lessee decides not to purchase the Equipment or renew this Schedule at the end of the Applicable Term, it shall provide Lessor with irrevocable written notice thereof at least 90 days prior to the expiration of the Applicable Term and return the Equipment to Lessor in accordance with the terms of the Agreement.

(b) If Lessee elects to purchase the Equipment, Lessee shall pay Lessor the Fair Market Value on or before the expiration of the Applicable Term and shall make all other payments required hereunder during the remaining Term. If Lessee elects to renew this Schedule, Lessee and Lessor shall enter into a supplement to this Schedule to confirm the applicable Fair Rental Value and the length of the applicable Renewal Term. Throughout the Renewal Term, Lessee shall pay Lessor the Fair Rental Value on the same date each period that the Rental Payment was due during the Initial Term.

(c) If Lessee fails to: (i) provide Lessor with the 90 day notice required above; or (ii) pay Lessor the Fair Market Value as specified above; or (iii) return the Equipment to Lessor in accordance with the terms of the Agreement, the Applicable Term shall be extended for an additional 3 month period and thereafter for successive one month periods until Lessee delivers the Equipment to Lessor in accordance with the Agreement or Lessor terminates this Schedule by 30 days' written notice to Lessee. If this Schedule is extended pursuant to the preceding sentence, Lessee shall continue to pay Lessor the periodic Rental Payments in effect prior to the expiration of the Applicable Term and all other provisions of the Agreement and this Schedule (including Lessee's purchase and renewal options) shall continue to apply.

(d) Fair Rental Value and Fair Market Value for the Equipment shall be determined by agreement of Lessor and Lessee, or, at Lessee's sole expense, by an independent appraiser selected by Lessor. Fair Rental Value means the periodic amount that would be payable for the Equipment in an arm's length transaction between an informed and willing lessee and an informed and willing lessor, neither under compulsion to lease. Fair Market Value means the total price that would be paid for the Equipment in an arm's length transaction between an informed and willing buyer (other than a used equipment dealer) under no compulsion to buy and an informed and willing seller under no compulsion to sell. In determining Fair Rental Value or Fair Market Value, the costs of removing the Equipment from the Equipment Location and moving it to a new location shall not be deducted from its value.

(e) If Lessee elects to purchase the Equipment and has completely fulfilled the terms and conditions of the Agreement and this Section 1, then on the last day of the Applicable Term: (i) this Schedule shall terminate and, except as provided in the Agreement, Lessee shall be relieved of all obligations under this Schedule; and (ii) Lessor shall transfer all of its interest in the Equipment to Lessee "AS IS, WHERE IS," and without any warranty, express or implied from Lessor, other than the absence of any liens or claims by, through, or under Lessor.

2. LESSOR'S RETURN. If the Agreement is a Master Equipment Lease Agreement and if it provides that Stipulated Loss Value is a component of Lessor's Return, for purposes of this Schedule the Stipulated Loss Value of the Equipment shall equal the sum of (i) an amount calculated by Lessor that is the present value (discounted at 5% per annum compounded monthly) of all Rental Payments from the date of the Loss or Event of Default in question to the originally anticipated date of expiration of the then existing term of this Schedule (whether it be the Initial Term or any Renewal Term (Applicable Term)); plus (ii) the present value (computed as described above and calculated by Lessor as of the date of the Loss or Event of Default in question) of the casualty value (determined as set forth below) of the Equipment. The casualty value of the Equipment shall be determined by multiplying the applicable Casualty Percentage (as specified below) by the Total Purchase Price. For purposes of this Schedule the applicable Casualty Percentage shall be (unless otherwise specified on the front of this Schedule) 65% for a Term of less than 36 months; 50% for a Term of 36 months or greater, but less than 48 months; 40% for a Term of 48 months or greater, but less than 60 months; 30% for a Term of 60 months or greater, but less than 72 months; and 20% for a Term of 72 months or greater. This Section is not applicable if the Agreement is a Standard Lease Agreement.

3. TAX BENEFITS. Lessee and Lessor intend that Lessor shall be entitled to all of the Federal and state tax benefits associated with the ownership of the Equipment, including but not limited to accelerated cost recovery deductions under sections 167(a) and 168(b) (1) of the Internal Revenue Code of 1986, as amended

(Code), and accelerated depreciation deductions under applicable state law (collectively, Tax Benefits). Lessee promises that at no time during the Term of this Schedule will Lessee (or any of its successors, sublessees or assigns) take any action or fail to take any action that would result in a loss, reduction, deferral, recapture or other unavailability to Lessor (or any consolidated group with which Lessor files tax returns) of any part of the Tax Benefits. Lessee also represents and warrants that neither Lessee, any of its affiliates, nor any of its successors, sublessees or assigns was, is or will become a tax-exempt entity described in section 168(h) (2) of the Code at any time during the Term of this Schedule or the five years preceding the Commencement Date.

4. SECURITY INTEREST. Lessor and Lessee intend the transaction described in this Schedule to be a true lease, and Lessee hereby authorizes Lessor to file a financing statement to give public notice of Lessor's ownership of the Equipment. If such transaction is deemed by a court of competent jurisdiction to be a lease intended for security, to secure payment and performance of Lessee's obligations under the Agreement and this Schedule, Lessee grants Lessor and its assigns a purchase money security interest in the Equipment and in all attachments, accessories, additions, substitutions, products, replacements, rentals and proceeds (including insurance proceeds) therefrom as well as a security interest in any other equipment financed pursuant to the Agreement or any other agreement between Lessor and Lessee (collectively, Collateral). Lessee shall execute and timely deliver to Lessor financing statements or any other documents Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. Lessor or Lessor's agent may file as a financing statement any lease document (or copy thereof, where permitted by law) Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. If Lessee fails to execute any such document, Lessor or Lessor's agent is hereby authorized to file any of the foregoing signed only by Lessor or Lessor's agent. LESSEE HEREBY APPOINTS LESSOR OR LESSOR'S DESIGNEE AS LESSEE'S ATTORNEY-IN-FACT TO EXECUTE AND FILE, ON LESSEE'S BEHALF, FINANCING STATEMENTS COVERING ANY EQUIPMENT SUBJECT TO THIS SCHEDULE OR THE AGREEMENT.

5. LEASING ADDITIONAL EQUIPMENT. Lessee may request Lessor to finance the costs of additional equipment (whether or not such items are additions to the Equipment) by sending Lessor a purchase order or by contacting us or the Seller by telephone or via a writing or an electronic or facsimile transmission. If the estimated total cost of such equipment (Additional Equipment) is \$25,000 or less and if Lessor agrees to provide such financing, Lessor shall signify its agreement by preparing and sending to Lessee a writing (Additional Lease) describing the Additional Equipment and specifying the amount and frequency of the Rental Payments, the Lease Term, the end of term options and such other terms and conditions that apply to such lease. LESSEE AGREES THAT IF THE LESSOR DOES NOT RECEIVE A WRITTEN OBJECTION TO THE ADDITIONAL LEASE FROM THE LESSEE WITHIN 10 DAYS AFTER THE DATE OF THE ADDITIONAL LEASE, LESSEE WILL BE DEEMED TO HAVE IRREVOCABLY ACCEPTED THE ADDITIONAL EQUIPMENT AND AGREED THAT, EXCEPT AS OTHERWISE SPECIFIED IN THE ADDITIONAL LEASE, SUCH ADDITIONAL LEASE SHALL BE GOVERNED BY ALL OF THE TERMS AND CONDITIONS OF THIS LEASE. If Lessee objects in the manner and within the timeframes described above, such Additional Lease shall be null and void and Lessee shall be responsible for fulfilling the obligations of the purchaser under the applicable Supply Contract or Purchase Documents.

6. ASSIGNMENT OF PURCHASE DOCUMENTS. Lessee hereby assigns to Lessor all of Lessee's right and interests in and to (a) the Equipment described in this Schedule and (b) any Purchase Documents (including any purchase order issued by Lessor as Lessee's agent) relating thereto. Except for the obligation to pay Seller for the Equipment if (and only if) the Equipment is accepted by Lessee pursuant to the Agreement, such assignment shall not include any of the obligations of the purchaser under the Purchase Documents and Lessee shall at all times remain liable to Seller to perform all of the duties and obligations of the purchaser under the Purchase Documents to the same extent as if an assignment had not occurred. Lessee shall obtain Seller's written consent to such assignment and written agreement that upon any return of the Equipment to Lessor, at no additional fee or charge Seller will either (y) grant Lessor any applicable license relating to the use of any software, technical information, confidential business information and other documentation (collectively, License) and permit Lessor to assign such License to any subsequent end-user of the Equipment; or (z) grant any subsequent end-user of the Equipment an applicable License, subject to Seller's then-current licensing provisions. Lessee shall at all times remain liable to Seller as the licensee under the License, and Lessor shall not have any obligation thereunder unless and until such License is provided to Lessor in accordance herewith.

7. FACSIMILES. IF A SIGNED COPY OF THIS SCHEDULE IS DELIVERED TO LESSOR BY FACSIMILE TRANSMISSION, IT WILL BE BINDING ON LESSEE. HOWEVER, LESSOR WILL NOT BE BOUND UNTIL IT ACCEPTS THE SCHEDULE BY MANUALLY SIGNING IT OR BY PURCHASING THE EQUIPMENT, WHICHEVER OCCURS FIRST. LESSEE WAIVES NOTICE OF LESSOR'S ACCEPTANCE AND WAIVES ITS RIGHT TO RECEIVE A COPY OF THE ACCEPTED SCHEDULE. IF LESSEE DELIVERS THIS SCHEDULE TO LESSOR BY FACSIMILE TRANSMISSION, LESSEE ACKNOWLEDGES THAT LESSOR IS RELYING ON LESSEE'S REPRESENTATION THAT THE SCHEDULE HAS NOT BEEN CHANGED. LESSEE AGREES THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS SCHEDULE, LESSOR MAY PRODUCE A COPY OF THE SCHEDULE TRANSMITTED TO IT BY FACSIMILE TRANSMISSION THAT HAS BEEN MANUALLY SIGNED BY LESSOR AND SUCH SIGNED COPY SHALL BE DEEMED TO BE THE ORIGINAL.

8. CHATTEL PAPER. If multiple copies of this Schedule are signed by Lessor and Lessee, only one copy of the Schedule shall be marked "Original" (Original), and all other copies shall be marked as, and shall be, duplicates. To the extent that this Schedule constitutes chattel paper (as such term is defined in the Uniform Commercial Code in effect in any applicable jurisdiction), no security interest therein may be created through the transfer or possession of any copy other than the Original.

LTPF - TLS 12/98

Product Finance

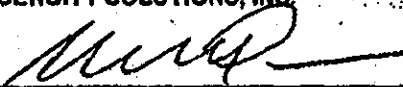
LEASE SCHEDULE WITH FAIR MARKET VALUE PURCHASE OPTION

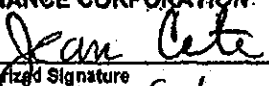

 Lucent Technologies

| | | | |
|---|--|--|---|
| LESSEE: GENUITY SOLUTIONS, INC. | | LESSOR: NEWCOURT COMMUNICATIONS FINANCE CORPORATION | |
| Address 150 Cambridge Park Drive | | Address 2 GATEHALL DRIVE PARSIPPANY, NJ 07054 | |
| City / State / Zip Cambridge, MA 02140 | | Lease Number e212580 | Schedule Number 01010 |
| SELLER: LUCENT TECHNOLOGIES INC. | | | Total Price Including Installation/One-Time Charges |
| Description of Items to be Leased (the Equipment) | | | |
| <p><u>Lucent Definity Prologix With Intuity Audix</u> and other related items, including any attachments, alterations, and additions thereto; any software license or rights; and any related documentation, all as may be more particularly described in the final invoice(s) from the Seller(s).</p> <p>Notwithstanding any terms to the contrary contained in the Agreement or this Schedule, the Equipment will be deemed irrevocably accepted by you upon Lessor's receipt of the Seller's invoice for charges related to the installation of the Equipment.</p> | | | |
| THIS TRANSACTION IS INTENDED TO BE A TRUE LEASE. THE TERMS AND CONDITIONS OF LESSEE'S FAIR MARKET VALUE PURCHASE OPTION, ITS FAIR RENTAL VALUE RENEWAL OPTION, AND OTHER IMPORTANT PROVISIONS ARE SET FORTH ON THE BACK OF THIS SCHEDULE. | | Total This Page | \$133,359.83 |
| Additional Provisions | | SubTotal(s) from Attached () Additional Pages | |
| | | Total Purchase Price (Sum of total prices including installation/one-time charges) | |
| | | Advance Rent \$2,424.48 | Rental Payment \$2,424.48 |
| Equipment Location 1600 International Drive Ste B, Mclean, VA 22102 | | Rental Payment Period monthly | Latest Commencement Date 6/30/2000 |
| | | Lease Term (Months) 60 | |

THIS SCHEDULE SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER EQUIPMENT LEASE AGREEMENT OR STANDARD LEASE AGREEMENT REFERENCED BY THE LEASE NUMBER SPECIFIED ABOVE (AGREEMENT) BY AND BETWEEN LESSEE OR ITS AFFILIATE, AS LESSEE, AND LESSOR OR ITS AFFILIATE, AS LESSOR, AND BY THE TERMS AND CONDITIONS SET FORTH ON THE FRONT AND BACK OF THIS SCHEDULE, WHICH IS LESSOR'S STANDARD FORM LTPF-TLS 12/98. PURSUANT TO SUCH TERMS AND CONDITIONS (WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS), LESSEE AGREES TO LEASE FROM LESSOR (AS SPECIFIED BELOW) AND LESSOR AGREES TO LEASE TO LESSEE THE ABOVE REFERENCED EQUIPMENT. IT IS UNDERSTOOD AND AGREED THAT THE TERMS AND CONDITIONS OF THIS SCHEDULE MAY BE DIFFERENT FROM THE TERMS AND CONDITIONS OF PRIOR SCHEDULES AND THAT ANY ASSIGNMENT OR TRANSFER OF THIS SCHEDULE BY LESSOR OR ANY ASSIGNEE SHALL NOT MATERIALLY CHANGE LESSEE'S OBLIGATIONS HEREUNDER. LESSEE AGREES THAT IF A COPY OF THIS SCHEDULE IS SIGNED BY IT AND THE FRONT OF THE COPY IS DELIVERED TO LESSOR BY FACSIMILE TRANSMISSION OR OTHERWISE, TO THE EXTENT ANY PROVISIONS ARE MISSING OR ILLEGIBLE OR CHANGED (AND NOT INITIALED BY BOTH PARTIES), THE TERMS AND CONDITIONS OF LESSOR'S FORM LTPF-TLS 12/98 IN USE ON THE DATE LESSOR RECEIVES THE COPY SIGNED BY LESSEE WILL BE THE TERMS AND CONDITIONS OF THE SCHEDULE. LESSEE REPRESENTS AND WARRANTS THAT IT SHALL LOOK ONLY TO THE SELLER FOR ANY AND ALL CLAIMS AND WARRANTIES RELATING TO THE EQUIPMENT AND THAT IT EITHER HAS REVIEWED, APPROVED AND RECEIVED A COPY OF THE APPLICABLE SUPPLY CONTRACT OR PURCHASE DOCUMENTS OR HAS BEEN INFORMED BY LESSOR THAT IT MAY HAVE RIGHTS UNDER THE SUPPLY CONTRACT OR PURCHASE DOCUMENTS AND MAY CONTACT SELLER FOR A DESCRIPTION OF SUCH RIGHTS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON LESSEE BY ARTICLE 2A OF THE UCC AND ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY THE LESSOR'S RIGHTS AS DESCRIBED IN THE AGREEMENT, THIS SCHEDULE OR ANY OTHER FUNDAMENTAL AGREEMENT (AS DEFINED IN THE AGREEMENT).

LESSEE: GENUITY SOLUTIONS, INC.**LESSOR: NEWCOURT COMMUNICATIONS
FINANCE CORPORATION**

By: X 
 Lessee Authorized Signature
 Ira Parker, Chief Legal Counselor
 Print Name and Title
 6/30/00
 Date

By: X 
 Lessor Authorized Signature
 Jean Cote, Account Manager
 Print Name and Title
 6/30/00
 Date

Capitalized terms used in this Schedule that are not otherwise defined herein shall have the meanings ascribed to them in the Master Equipment Lease Agreement or Standard Lease Agreement (Agreement) identified by the Lease Number specified on the front of this Schedule. References in this Schedule to Total Purchase Price and Rental Payment shall mean the estimates thereof specified on the front of this Schedule, as they may be adjusted pursuant to the Agreement. With respect to the Equipment described on the front of this Schedule, the terms and conditions of this Schedule shall prevail over any conflicting or inconsistent terms and conditions in the Agreement and/or any amendments thereto entered into prior to the execution of this Schedule. Lessee must commence this lease on or before the date Lessor's pricing and credit approvals expire (Latest Commencement Date).

1. PURCHASE AND RENEWAL OPTIONS. (a) If no Event of Default exists and Lessee delivers to Lessor an irrevocable written election notice at least 90 days prior to the expiration of the Applicable Term, Lessee shall have the following purchase and renewal options: (i) Lessee may purchase all (but not less than all) of the Equipment at the end of the Applicable Term at Fair Market Value (as defined below); or (ii) Lessee may renew this Schedule for a Renewal Term of not less than 12 months to be agreed upon by Lessor and Lessee at Fair Rental Value (as defined below) if Lessor reasonably determines that no material adverse change in Lessee's business or financial condition has occurred since the beginning of the Term. If Lessee decides not to purchase the Equipment or renew this Schedule at the end of the Applicable Term, it shall provide Lessor with irrevocable written notice thereof at least 90 days prior to the expiration of the Applicable Term and return the Equipment to Lessor in accordance with the terms of the Agreement.

(b) If Lessee elects to purchase the Equipment, Lessee shall pay Lessor the Fair Market Value on or before the expiration of the Applicable Term and shall make all other payments required hereunder during the remaining Term. If Lessee elects to renew this Schedule, Lessee and Lessor shall enter into a supplement to this Schedule to confirm the applicable Fair Rental Value and the length of the applicable Renewal Term. Throughout the Renewal Term, Lessee shall pay Lessor the Fair Rental Value on the same date each period that the Rental Payment was due during the Initial Term.

(c) If Lessee fails to: (i) provide Lessor with the 90 day notice required above; or (ii) pay Lessor the Fair Market Value as specified above; or (iii) return the Equipment to Lessor in accordance with the terms of the Agreement, the Applicable Term shall be extended for an additional 3 month period and thereafter for successive one month periods until Lessee delivers the Equipment to Lessor in accordance with the Agreement or Lessor terminates this Schedule by 30 days' written notice to Lessee. If this Schedule is extended pursuant to the preceding sentence, Lessee shall continue to pay Lessor the periodic Rental Payments in effect prior to the expiration of the Applicable Term and all other provisions of the Agreement and this Schedule (including Lessee's purchase and renewal options) shall continue to apply.

(d) Fair Rental Value and Fair Market Value for the Equipment shall be determined by agreement of Lessor and Lessee, or, at Lessee's sole expense, by an independent appraiser selected by Lessor. Fair Rental Value means the periodic amount that would be payable for the Equipment in an arm's length transaction between an informed and willing lessee and an informed and willing lessor, neither under compulsion to lease. Fair Market Value means the total price that would be paid for the Equipment in an arm's length transaction between an informed and willing buyer (other than a used equipment dealer) under no compulsion to buy and an informed and willing seller under no compulsion to sell. In determining Fair Rental Value or Fair Market Value, the costs of removing the Equipment from the Equipment Location and moving it to a new location shall not be deducted from its value.

(e) If Lessee elects to purchase the Equipment and has completely fulfilled the terms and conditions of the Agreement and this Section 1, then on the last day of the Applicable Term: (i) this Schedule shall terminate and, except as provided in the Agreement, Lessee shall be relieved of all obligations under this Schedule; and (ii) Lessor shall transfer all of its interest in the Equipment to Lessee "AS IS, WHERE IS," and without any warranty, express or implied from Lessor, other than the absence of any liens or claims by, through, or under Lessor.

2. LESSOR'S RETURN. If the Agreement is a Master Equipment Lease Agreement and if it provides that Stipulated Loss Value is a component of Lessor's Return, for purposes of this Schedule the Stipulated Loss Value of the Equipment shall equal the sum of (i) an amount calculated by Lessor that is the present value (discounted at 5% per annum compounded monthly) of all Rental Payments from the date of the Loss or Event of Default in question to the originally anticipated date of expiration of the then existing term of this Schedule (whether it be the Initial Term or any Renewal Term (Applicable Term)); plus (ii) the present value (computed as described above and calculated by Lessor as of the date of the Loss or Event of Default in question) of the casualty value (determined as set forth below) of the Equipment. The casualty value of the Equipment shall be determined by multiplying the applicable Casualty Percentage (as specified below) by the Total Purchase Price. For purposes of this Schedule the applicable Casualty Percentage shall be (unless otherwise specified on the front of this Schedule) 65% for a Term of less than 36 months; 50% for a Term of 36 months or greater, but less than 48 months; 40% for a Term of 48 months or greater, but less than 60 months; 30% for a Term of 60 months or greater, but less than 72 months; and 20% for a Term of 72 months or greater. This Section is not applicable if the Agreement is a Standard Lease Agreement.

3. TAX BENEFITS. Lessee and Lessor intend that Lessor shall be entitled to all of the Federal and state tax benefits associated with the ownership of the Equipment, including but not limited to accelerated cost recovery deductions under sections 167(a) and 168(b) (1) of the Internal Revenue Code of 1986, as amended

(Code), and accelerated depreciation deductions under applicable state law (collectively, Tax Benefits). Lessee promises that at no time during the Term of this Schedule will Lessee (or any of its successors, sublessees or assigns) take any action or fail to take any action that would result in a loss, reduction, deferral, recapture or other unavailability to Lessor (or any consolidated group with which Lessor files tax returns) of any part of the Tax Benefits. Lessee also represents and warrants that neither Lessee, any of its affiliates, nor any of its successors, sublessees or assigns was, is or will become a tax-exempt entity described in section 168(h) (2) of the Code at any time during the Term of this Schedule or the five years preceding the Commencement Date.

4. SECURITY INTEREST. Lessor and Lessee intend the transaction described in this Schedule to be a true lease, and Lessee hereby authorizes Lessor to file a financing statement to give public notice of Lessor's ownership of the Equipment. If such transaction is deemed by a court of competent jurisdiction to be a lease intended for security, to secure payment and performance of Lessee's obligations under the Agreement and this Schedule, Lessee grants Lessor and its assigns a purchase money security interest in the Equipment and in all attachments, accessories, additions, substitutions, products, replacements, rentals and proceeds (including insurance proceeds) therefrom as well as a security interest in any other equipment financed pursuant to the Agreement or any other agreement between Lessor and Lessee (collectively, Collateral). Lessee shall execute and timely deliver to Lessor financing statements or any other documents Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. Lessor or Lessor's agent may file as a financing statement any lease document (or copy thereof, where permitted by law) Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. If Lessee fails to execute any such document, Lessor or Lessor's agent is hereby authorized to file any of the foregoing signed only by Lessor or Lessor's agent. LESSEE HEREBY APPOINTS LESSOR OR LESSOR'S DESIGNEE AS LESSEE'S ATTORNEY-IN-FACT TO EXECUTE AND FILE, ON LESSEE'S BEHALF, FINANCING STATEMENTS COVERING ANY EQUIPMENT SUBJECT TO THIS SCHEDULE OR THE AGREEMENT.

5. LEASING ADDITIONAL EQUIPMENT. Lessee may request Lessor to finance the costs of additional equipment (whether or not such items are additions to the Equipment) by sending Lessor a purchase order or by contacting us or the Seller by telephone or via a writing or an electronic or facsimile transmission. If the estimated total cost of such equipment (Additional Equipment) is \$25,000 or less and if Lessor agrees to provide such financing, Lessor shall signify its agreement by preparing and sending to Lessee a writing (Additional Lease) describing the Additional Equipment and specifying the amount and frequency of the Rental Payments, the Lease Term, the end of term options and such other terms and conditions that apply to such lease. LESSEE AGREES THAT IF THE LESSOR DOES NOT RECEIVE A WRITTEN OBJECTION TO THE ADDITIONAL LEASE FROM THE LESSEE WITHIN 10 DAYS AFTER THE DATE OF THE ADDITIONAL LEASE, LESSEE WILL BE DEEMED TO HAVE IRREVOCABLY ACCEPTED THE ADDITIONAL EQUIPMENT AND AGREED THAT, EXCEPT AS OTHERWISE SPECIFIED IN THE ADDITIONAL LEASE, SUCH ADDITIONAL LEASE SHALL BE GOVERNED BY ALL OF THE TERMS AND CONDITIONS OF THIS LEASE. If Lessee objects in the manner and within the timeframes described above, such Additional Lease shall be null and void and Lessee shall be responsible for fulfilling the obligations of the purchaser under the applicable Supply Contract or Purchase Documents.

6. ASSIGNMENT OF PURCHASE DOCUMENTS. Lessee hereby assigns to Lessor all of Lessee's right and interests in and to (a) the Equipment described in this Schedule and (b) any Purchase Documents (including any purchase order issued by Lessor as Lessee's agent) relating thereto. Except for the obligation to pay Seller for the Equipment if (and only if) the Equipment is accepted by Lessee pursuant to the Agreement, such assignment shall not include any of the obligations of the purchaser under the Purchase Documents and Lessee shall at all times remain liable to Seller to perform all of the duties and obligations of the purchaser under the Purchase Documents to the same extent as if an assignment had not occurred. Lessee shall obtain Seller's written consent to such assignment and written agreement that upon any return of the Equipment to Lessor, at no additional fee or charge Seller will either (y) grant Lessor any applicable license relating to the use of any software, technical information, confidential business information and other documentation (collectively, License) and permit Lessor to assign such License to any subsequent end-user of the Equipment; or (z) grant any subsequent end-user of the Equipment an applicable License, subject to Seller's then-current licensing provisions. Lessee shall at all times remain liable to Seller as the licensee under the License, and Lessor shall not have any obligation thereunder unless and until such License is provided to Lessor in accordance herewith.

7. FACSIMILES. IF A SIGNED COPY OF THIS SCHEDULE IS DELIVERED TO LESSOR BY FACSIMILE TRANSMISSION, IT WILL BE BINDING ON LESSEE. HOWEVER, LESSOR WILL NOT BE BOUND UNTIL IT ACCEPTS THE SCHEDULE BY MANUALLY SIGNING IT OR BY PURCHASING THE EQUIPMENT, WHICHEVER OCCURS FIRST. LESSEE WAIVES NOTICE OF LESSOR'S ACCEPTANCE AND WAIVES ITS RIGHT TO RECEIVE A COPY OF THE ACCEPTED SCHEDULE. IF LESSEE DELIVERS THIS SCHEDULE TO LESSOR BY FACSIMILE TRANSMISSION, LESSEE ACKNOWLEDGES THAT LESSOR IS RELYING ON LESSEE'S REPRESENTATION THAT THE SCHEDULE HAS NOT BEEN CHANGED. LESSEE AGREES THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS SCHEDULE, LESSOR MAY PRODUCE A COPY OF THE SCHEDULE TRANSMITTED TO IT BY FACSIMILE TRANSMISSION THAT HAS BEEN MANUALLY SIGNED BY LESSOR AND SUCH SIGNED COPY SHALL BE DEEMED TO BE THE ORIGINAL.

8. CHATTEL PAPER. If multiple copies of this Schedule are signed by Lessor and Lessee, only one copy of the Schedule shall be marked "Original" (Original), and all other copies shall be marked as, and shall be, duplicates. To the extent that this Schedule constitutes chattel paper (as such term is defined in the Uniform Commercial Code in effect in any applicable jurisdiction), no security interest therein may be created through the transfer or possession of any copy other than the Original.

FLAV LTPF-CCOSB 8-95

Master Equipment Lease**Agreement Schedule**

SEP 11 2000

BY:

Predict Finance



Lucent Technologies

| | | |
|---------------------------------------|--|--------------------------|
| ESSEE: GENUITY SOLUTIONS, INC. | LESSOR: Newcourt Communications Finance Corporation | |
| 150 CAMBRIDGE PARK DRIVE | 2 Gatehall Drive, Parsippany, NJ 07054 | |
| CAMBRIDGE, MA 02140 | Lease Number E212580 | Schedule Number 01020 |

| | |
|--|---|
| ELLER: LUCENT TECHNOLOGIES INC. | Total Price Including Installation/One-Time Charges |
|--|---|

Description of Items to be Leased (the Equipment)

LUCENT DEFINITY G3S1 WITH INTUITY AUDIX and other related items, including any attachments, iterations, and additions thereto; any software license or rights; and any related documentation, all as may be more particularly described in the final invoice(s) from the Seller(s).

| | |
|---|--|
| <p>Option A..... <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Lessee selects a fair market value purchase option and a fair rental value renewal option.</p> <p>Option B..... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Lessee selects (i) a fixed price purchase option either \$ _____ or _____ % of the Total Purchase Price, and (ii) a fixed price renewal option of _____ % of the periodic Rental Payment.</p> <p>THE TERMS AND CONDITIONS OF THE FOREGOING OPTIONS AND OTHER IMPORTANT PROVISIONS ARE SET FORTH ON THE BACK OF THIS SCHEDULE.</p> <p>Equipment Location ONE LIBERTY PLAZA, 20TH FLOOR NEW YORK, NY 10006</p> | <p>Total This Page \$ 283,493.95</p> <p>Sub Total(s) from Additional Pages</p> <p>Total Purchase Price (Sum of total prices including installation/one-time charges) \$ 283,493.95</p> <p>Advance Rent \$ 5,153.92 Rental Payment \$ 5,153.92</p> <p>Rental Payment Period MONTHLY Latest Commencement Date 09/07/2000</p> <p>Length of Initial Term 60 MONTHS</p> |
|---|--|

THIS SCHEDULE SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER EQUIPMENT LEASE AGREEMENT REFERENCED BY THE LEASE NUMBER SPECIFIED ABOVE (AGREEMENT) AND BETWEEN LESSEE, AS LESSEE, AND LESSOR OR NEWCOURT CREDIT GROUP, INC. OR ANY AFFILIATE OR SUBSIDIARY THEREOF, AS LESSOR, AND BY THE TERMS AND CONDITIONS SET FORTH ON THE FRONT AND BACK OF THIS SCHEDULE. PURSUANT TO SUCH TERMS AND CONDITIONS (WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS), LESSEE AGREES TO LEASE FROM LESSOR (AS SPECIFIED BELOW) AND LESSOR AGREES TO LEASE TO LESSEE THE ABOVE REFERENCED EQUIPMENT. IT IS UNDERSTOOD AND AGREED THAT THE TERMS AND CONDITIONS OF THIS SCHEDULE MAY BE DIFFERENT FROM THE TERMS AND CONDITIONS OF PRIOR SCHEDULES AND THAT ANY ASSIGNMENT OR TRANSFER PURSUANT TO SECTION 23 OF THE AGREEMENT BY LESSOR OR BY ASSIGNEE SHALL NOT MATERIALLY CHANGE LESSEE'S OBLIGATIONS HEREUNDER. LESSEE REPRESENTS AND WARRANTS THAT IT SHALL LOOK ONLY TO THE SELLER FOR ANY AND ALL CLAIMS AND WARRANTIES RELATING TO THE EQUIPMENT AND THAT IT EITHER HAS REVIEWED, APPROVED AND RECEIVED A COPY OF THE APPLICABLE PURCHASE DOCUMENTS OR HAS BEEN INFORMED BY LESSOR THAT IT MAY HAVE RIGHTS UNDER THE PURCHASE DOCUMENTS AND MAY CONTACT SELLER FOR A DESCRIPTION OF SUCH RIGHTS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON LESSEE BY ARTICLE 2A OF THE UCC AND ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY THE LESSOR'S RIGHTS AS DESCRIBED IN THE AGREEMENT, THIS SCHEDULE OR ANY OTHER FUNDAMENTAL AGREEMENT (AS DEFINED IN THE AGREEMENT).

GENUITY SOLUTIONS, INC.

NEWCOURT COMMUNICATIONS FINANCE CORPORATION

Lessee
X. Debra Speight by **Debra Speight**
 Lessee Authorized Signature
DEBRA SPEIGHT, CIO
 Print Name and Title
9/8/00
 Date

By:

X. Keri Herman / **Kate**
 Lessor Authorized Signature
Keri Herman Acct Mgr.
 Print Name and Title
9/12/00
 Date

8/9

MELAIV - LTPF-CC05B 8/98

The terms and conditions set forth below shall apply. Options A and B on the front of this Schedule, provided, however, that Lessee may select only one of the two aforementioned options. If Lessee selects Option A, the Tax Indemnity provision set forth below (Section 4) shall apply to this Schedule. If no selection is indicated on the front of this Schedule, Lessee shall be deemed to have selected Option A.

Capitalized terms used in this Schedule that are not otherwise defined herein shall have the meanings ascribed to them in the Master Equipment Lease Agreement (Agreement) identified by the Lease Number specified on the front of this Schedule. Reference in this Schedule to Total Purchase Price and Rental Payment shall mean the estimates thereof specified on the front of this Schedule, as adjusted pursuant to Section 7 of the Agreement. With respect to the Equipment described on the front of this Schedule, the terms and conditions of this Schedule shall prevail over any conflicting or inconsistent terms and conditions in the Agreement and/or any amendments thereto entered into prior to the execution of this Schedule.

1. OPTION A - FAIR MARKET VALUE PURCHASE AND RENEWAL OPTIONS. (a) If Option A has been selected, no Event of Default exists, no event has occurred and is continuing that with notice or the lapse of time or both would constitute an Event of Default, and Lessee delivers to Lessor an irrevocable written election notice at least 90 days prior to the expiration of the Applicable Term (as defined in Section 3 below). Lessee shall have the following purchase and renewal options: (i) Lessee may purchase all (but not less than all) of the Equipment at the end of the Applicable Term at Fair Market Value (as defined below); or (ii) Lessee may renew this Schedule for a Renewal Term of not less than 12 months to be agreed upon by Lessor and Lessee at Fair Rental Value (as defined below); provided, however, that the foregoing renewal option may not be exercised if Lessee reasonably determines that there has been a material adverse change in Lessee's business or financial condition since the Commencement Date. If Lessee decides not to purchase the Equipment or renew this Schedule at the end of the Applicable Term, it shall provide Lessor with irrevocable written notice thereof at least 90 days prior to the expiration of the Applicable Term and return the Equipment to Lessor in accordance with Section 18 of the Agreement.

(b) If Lessor elects to purchase the Equipment, Lessee shall pay Lessor the Fair Market Value at least 45 days prior to the expiration of the Applicable Term and shall make all other payments required hereunder during the remaining Term of this Schedule. If Lessee elects to renew this Schedule, Lessee and Lessor shall enter into a supplement to this Schedule to confirm the applicable Fair Rental Value and the length of the applicable Renewal Term. Throughout the Renewal Term, Lessee shall pay Lessor the Fair Rental Value on the same date each period that the Rental Payment was due during the Initial Term.

(c) If Lessee fails to: (i) provide Lessor with the 90 day notice required above; or (ii) pay Lessor the Fair Market Value as specified above; or (iii) return the Equipment to Lessor in accordance with Section 18 of the Agreement, the Applicable Term shall be extended for successive 90 day periods until Lessee returns the Equipment to Lessor in accordance with Section 18 of the Agreement or Lessor terminates this Schedule by 10 days' written notice to Lessee. If this Schedule is extended pursuant to the preceding sentence, Lessee shall continue to pay Lessor the periodic Rental Payments in effect prior to the expiration of the Applicable Term and all other provisions of the Agreement and this Schedule (including Lessee's purchase and renewal options) shall continue to apply.

(d) Fair Rental Value and Fair Market Value for the Equipment shall be determined by agreement of Lessor and Lessee, or, at Lessor's sole expense, by an independent appraiser selected by Lessor. Fair Rental Value means the periodic amount that would be payable for the Equipment in an arm's length transaction between an informed and willing lessee and an informed and willing lessor, neither under compulsion to lease. Fair Market Value means the total price that would be paid for the Equipment in an arm's length transaction between an informed and willing buyer (other than a used equipment dealer) under no compulsion to buy and an informed and willing seller under no compulsion to sell. In determining Fair Rental Value or Fair Market Value, the costs of removing the Equipment from the Equipment Location and moving it to a new location shall not be deducted from its value.

(e) If Lessee elects to purchase the Equipment and has completely fulfilled the terms and conditions of the Agreement and this Section 1, then on the last day of the Applicable Term: (i) this Schedule shall terminate and, except as provided in Section 25 of the Agreement, Lessee shall be relieved of all obligations under this Schedule; and (ii) Lessor shall transfer all of its interest in the Equipment to Lessee "AS IS, WHERE IS," and without any warranty, express or implied from Lessor, other than the absence of any liens or claims by, through, or under Lessor.

2. OPTION B - FIXED PRICE PURCHASE AND RENEWAL OPTIONS. (a) If Option B has been selected, no Event of Default exists, no event has occurred and is continuing that with notice or the lapse of time or both would constitute an Event of Default, and Lessee delivers to Lessor an irrevocable written election notice at least 90 days prior to the expiration of the Applicable Term (as defined in Section 3 below). Lessee shall have the following fixed price purchase and renewal options: (i) Lessee may purchase all (but not less than all) of the Equipment at the end of the Applicable Term for the amount specified on Page 1 of this Schedule (Sale Price); or (ii) Lessee may renew this Schedule for a Renewal Term of not less than 12 months at the periodic Rental Payment amount specified in Option B on Page 1 of this Schedule or, if no such amount is specified, at Fair Rental Value (Renewal Rental Payment); provided, however, that the foregoing renewal option may not be exercised if Lessee reasonably determines that there has been a material adverse change in Lessee's business or financial condition since the Commencement Date. If Lessee decides not to purchase the Equipment or renew this Schedule at the end of the Applicable Term, it shall provide Lessor with irrevocable written notice thereof at least 90 days prior to the expiration of the Applicable Term and return the Equipment to Lessor in accordance with Section 18 of the Agreement.

(b) If Lessor elects to purchase the Equipment, Lessee shall pay Lessor the Sale Price at least 45 days prior to the expiration of the Applicable Term and shall make all other payments required hereunder during the remaining Term of this Schedule. If Lessee elects to renew this Schedule, Lessee and Lessor shall enter into a supplement to this Schedule to confirm the length of the applicable Renewal Term. Throughout the Renewal Term, Lessee shall pay Lessor the Renewed Rental Payment on the same date each period that the Rental Payment was due during the Initial Term.

(c) If Lessee fails to: (i) provide Lessor with the 90 day notice required above; or (ii) pay Lessor the Sale Price as specified above; or (iii) return the Equipment to Lessor in accordance with Section 18 of the Agreement, the Applicable Term shall be extended for successive 90 day periods until Lessee returns the Equipment to Lessor in accordance with Section 18 of the Agreement or Lessor terminates this Schedule by 10 days' written notice to Lessee. If this Schedule is extended pursuant to the preceding sentence, Lessee shall continue to pay Lessor the periodic Rental Payments in effect prior to the expiration of the Applicable Term and all other provisions of the Agreement and this Schedule (including Lessee's purchase and renewal options) shall continue to apply.

(d) If Lessee elects to purchase the Equipment and has completely fulfilled the terms and conditions of the Agreement and this Section 2, then on the last day of the Applicable Term: (i) this Schedule shall terminate and, except as provided in Section 25 of the Agreement, Lessee shall be relieved of all obligations under this Schedule; and (ii) Lessor shall transfer all of its interest in the Equipment to Lessee "AS IS, WHERE IS," and without any warranty, express or implied from Lessor, other than the absence of any liens or claims by, through, or under Lessor.

3. LESSOR'S RETURN. (a) *Stipulated Loss Value.* If Section 13 of the Agreement provides that Stipulated Loss Value is a component of Lessor's Return, for purposes of this Schedule the Stipulated Loss Value of the Equipment shall equal the sum of (i) an amount calculated by Lessor that is the present value (discounted at 3% per annum compounded monthly) of all Rental Payments from the date of the Loss or Event of Default in question to the originally anticipated date of expiration of the then existing term of this Schedule (whether it be the Initial Term or any Renewal Term (Applicable Term)); plus (ii) if Option A of this Schedule has been selected, the present value (computed as described above and calculated by Lessor as of the date of the Loss or Event of Default in question) of the casualty value (determined as set forth below) of the Equipment plus (iii) if Option B of this Schedule has been selected, the present value (computed as described above and calculated by Lessor as of the date of the Loss or Event of Default in question) of the purchase option amount set forth on Page 1 of this Schedule. The casualty value of the Equipment shall be determined by multiplying the applicable Casualty Percentage (as specified below) by the Total Purchase Price.

(b) *Casualty Percentage.* For purposes of this Schedule the applicable Casualty Percentage shall be (unless otherwise specified on Page 1 of this Schedule) 63% for a Term of less than 36 months; 50% for a Term of 36 months or greater, but less than 48 months; 40% for a Term of 48 months or greater, but less than 60 months; 30% for a Term of 60 months or greater, but less than 72 months; and 20% for a Term of 72 months or greater.

4. TAX INDEMNITY. (a) If Option A has been selected, Lessor intends to take accelerated cost recovery deductions (Recovery Deductions) under sections 167(a) and 168(b) (1) of the Internal Revenue Code of 1986, as amended (Code), and accelerated depreciation deductions under applicable state law (Depreciation Deductions). Accordingly, Lessor makes the following representations, warranties and covenants: (i) at the time Lessee accepts the Equipment pursuant to Section 3 of the Agreement, the Equipment will have been "placed in service" within the meaning of sections 167 and 168 of the Code; (ii) the Total Purchase Price shall qualify for Recovery Deductions and Depreciation Deductions (with the exception of any items that are excluded by specific language on Page 1 of this Schedule and any increase in the Total Purchase Price that is attributable to any accrued interest under a Financing Agreement); (iii) neither Lessee, any of its affiliates, nor any of its successors, subsidiaries or assigns was, is, or will become a tax-exempt entity described in section 168 (b) (2) of the Code at any time during the Term of this Schedule or the five years preceding the Commencement Date; and (iv) at no time during the Term of this Schedule will Lessee (or any of its successors, subsidiaries or assigns) take any action or fail to take any action (whether or not such act or omission is otherwise required by the Agreement) that results in a loss, reduction, deferral, recapture or other unavailability to Lessor of any part of the Recovery Deductions or Depreciation Deductions. If, because of a breach of this Section 4(a), Recovery Deductions or Depreciation Deductions are lost, reduced, deferred, recaptured or otherwise made unavailable to Lessor (Tax Loss), Lessee shall, upon demand by Lessor, promptly pay damages to Lessor. The amount of such damages shall be the amount necessary to provide Lessor with a Net Economic Return (as defined in Section 4(c) below) equal to the Net Economic Return that Lessor would have realized if it had not suffered a Tax Loss. A loss or damage to the Equipment will constitute a breach of this Section 4(a) if it does not result in the payment of the Lessor's Return described in Section 13 of the Agreement.

(b) The amount of each periodic Rental Payment remaining to be paid during the Applicable Term (as previously adjusted pursuant to this Section 4(b)) shall be adjusted, upwards or downwards, if changes are made to the Code (including changes in the corporate income tax rates) or any regulations promulgated thereunder that affect the federal income tax consequences to Lessor that were contemplated by Lessor when it determined the amount of the periodic Rental Payment then in effect (Tax Law Change). The net effect of any adjustment under this Section 4(b) shall be to provide Lessor a Net Economic Return equal to the Net Economic Return that Lessor would have realized if no Tax Law Change had occurred.

(c) Any damages required by Section 4(a) above and any adjustment required by Section 4(b) above shall be in the amount necessary to provide Lessor a net after-tax yield, net after-tax cash flow and net after-tax book earnings (Net Economic Return) equal to the Net Economic Return Lessor would have realized with respect to the transaction contemplated by this Schedule if a Tax Loss or Tax Law Change (as applicable) had not occurred, assuming Lessee would fulfill all of its obligations hereunder, and shall be based upon the same assumptions and pricing analysis used by Lessor in determining the amount of the periodic Rental Payment then in effect, except to the extent such assumptions are affected by the Tax Loss or Tax Law Change (as applicable) at issue. Without limiting the generality of the foregoing, it shall be irrevocably presumed that all income of Lessor for any year is subject to tax at the highest then applicable federal income tax rate generally applicable to corporations and that Lessor has sufficient taxable income to offset all deductions arising hereunder.

(d) With respect to any damages or adjustments calculated by Lessor as set forth above (Calculation Amount), at the request and expense of Lessor, Lessor shall submit the assumptions and calculations underlying any such Calculation Amount to Lessor's independent certified public accountant for verification of the maintenance of Lessor's Net Economic Return. Such accountant's determination that the Calculation Amount does or does not maintain Lessor's Net Economic Return (and, in the case of the latter, such accountant's determination of the adjusted amount that would so maintain such Net Economic Return) shall be binding upon Lessor and Lessee. Lessee agrees that any information provided to such accountant by Lessor constitutes private, proprietary and confidential property of Lessor and that no person other than Lessor and such accountant shall be entitled access thereto.

5. SECURITY INTEREST. If Option A has been selected, Lessor and Lessee intend the transaction described in this Schedule to be a true lease, and Lessee hereby authorizes Lessor to file a financing statement to give public notice of Lessor's ownership of the Equipment. If such transaction is deemed by a court of competent jurisdiction to be a lease intended for security or if Option B has been selected, to secure payment and performance of Lessor's obligations under the Agreement and this Schedule, Lessor grants Lessor and its assigns a purchase money security interest in the Equipment and in all attachments, accessories, additions, substitutions, products, replacements, repairs and proceeds (including insurance proceeds) therefrom as well as a security interest in any other equipment financed pursuant to the Agreement or any other agreement between Lessor and Lessee (collectively, Collateral). Lessor shall execute and timely deliver to Lessor financing statements or any other documents Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. Lessor or Lessor's agent may file a financing statement as lessor document for copy thereof, where permitted by law; Lessor does not intend to perfect or protect Lessor's security interest in the Collateral. If Lessee fails to execute any such document, Lessor or Lessor's agent is hereby authorized to file any of the foregoing signed only by Lessor or Lessor's agent.

6. LEASING ADDITIONAL EQUIPMENT. Lessee may request Lessor to finance the costs of any additional equipment by sending Lessor a purchase order or by contacting Lessor or the Seller by telephone or in writing. If the total cost of such additional equipment (Additional Equipment) is Twenty-Five Thousand Dollars or less and if Lessor agrees to lease such Additional Equipment to Lessee, Lessor will signify its agreement by preparing and sending to Lessee a written (Additional Lease) describing the Additional Equipment and specifying the amount and frequency of the Rental Payments, the length of Initial Term, the applicable purchase and renewal options and such other terms and conditions that apply to such lease. LESSEE AGREES THAT IF LESSOR DOES NOT RECEIVE A WRITTEN OBJECTION TO THE ADDITIONAL LEASE, LESSEE SHALL BE DEEMED TO HAVE (a) IRREVOCABLY ACCEPTED THE ADDITIONAL EQUIPMENT; (b) AUTHORIZED LESSOR TO PAY THE SELLER FOR THE ADDITIONAL EQUIPMENT; AND (c) AGREED THAT, EXCEPT AS OTHERWISE SPECIFIED IN THE ADDITIONAL LEASE, SUCH ADDITIONAL LEASE SHALL BE GOVERNED BY ALL OF THE TERMS AND CONDITIONS OF THIS SCHEDULE. If Lessee objects in the manner and within the timeframe set forth above, the Additional Lease shall be null and void and Lessee shall be responsible for fulfilling the obligations of the purchaser under the applicable Purchase Documents.

7. ASSIGNMENT OF PURCHASE DOCUMENTS. Lessee hereby assigns to Lessor all of Lessee's right and interests in and to (a) the Equipment described in this Schedule and (b) any Purchase Documents (including any purchase order issued by Lessor as Lessor's agent) relating thereto. Except for the obligation to pay Seller for the Equipment if (and only if) the Equipment is accepted by Lessee pursuant to the Agreement, such assignment shall not include any of the obligations of the purchaser under the Purchase Documents and Lessee shall at all times remain liable to Seller to perform all of the duties and obligations of the purchaser under the Purchase Documents to the same extent as if an assignment had not occurred. If Seller is not an affiliate of Lessor, Lessee shall obtain Seller's written consent to such assignment and written agreement that upon any return of the Equipment to Lessor, at no additional fee or charge Seller will either (i) grant Lessee any applicable license relating to the use of any software, technical information, confidential business information and other documentation (collectively, Licenses) and permit Lessor to assign such license to any subsequent end-user of the Equipment; or (ii) grant any subsequent end-user of the Equipment an applicable license, subject to Seller's then-current licensing provisions. Lessee shall at all times remain liable to Seller as the licensor under the License, and Lessor shall not have any obligation whatsoever unless and until such license is provided to Lessee in accordance herewith.

RFE-TLS 12/98

LEASE SCHEDULE WITH FAIR MARKET VALUE PURCHASE OPTION

OCT 30 2000

Product Finance



Lucent Technologies

| | | | |
|---|--|---|--------------------------|
| LESSEE: GENUITY SOLUTIONS, INC. | | LESSOR: NEWCOURT COMMUNICATIONS FINANCE CORPORATION | |
| Address 50 Cambridge Park Drive | | Address 2 GATEHALL DRIVE PARSIPPANY, NJ 07054 | |
| City / State / Zip Cambridge, MA 02140 | | Lease Number e212580 | Schedule Number 01030 |
| SELLER: LUCENT TECHNOLOGIES INC. | | Total Price Including Installation/One-Time Charges | |
| Description of Items to be Leased (the Equipment) Infinity Prologix Solutions With Intuity and other related items, including any attachments, alterations, and additions hereto; any software license or rights; and any related documentation, all as may be more particularly described in the final invoice(s) from the Seller(s). | | | |
| THIS TRANSACTION IS INTENDED TO BE A TRUE LEASE. THE TERMS AND CONDITIONS OF LESSEE'S FAIR MARKET VALUE PURCHASE OPTION, ITS FAIR RENTAL VALUE RENEWAL OPTION, AND OTHER IMPORTANT PROVISIONS ARE SET FORTH ON THE BACK OF THIS SCHEDULE. | | Total This Page | \$92,030.13 |
| Additional Provisions | SubTotal(s) from Attached () Additional Pages | | |
| | Total Purchase Price (Sum of total prices including installation/one-time charges) | | \$92,030.13 |
| | Advance Rent \$0.00 | Rental Payment \$1,678.63 | |
| Equipment Location 10 N 17th Street, Arlington, VA 22202 | Rental Payment Period monthly | Latest Commencement Date 9/29/2000 | |
| | | Lease Term (Months) 60 | |

THIS SCHEDULE SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER EQUIPMENT LEASE AGREEMENT OR STANDARD LEASE AGREEMENT REFERENCED BY THE LEASE NUMBER SPECIFIED ABOVE (AGREEMENT) BY AND BETWEEN LESSEE OR ITS AFFILIATE, AS LESSEE, AND LESSOR OR ITS AFFILIATE, AS LESSOR, AND BY THE TERMS AND CONDITIONS SET FORTH ON THE FRONT AND BACK OF THIS SCHEDULE, WHICH IS LESSOR'S STANDARD FORM LTPF-TLS 12/98, PURSUANT TO SUCH TERMS AND CONDITIONS WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS, LESSEE AGREES TO LEASE FROM LESSOR (AS SPECIFIED BELOW) AND LESSOR AGREES TO LEASE TO LESSEE THE ABOVE REFERENCED EQUIPMENT. IT IS UNDERSTOOD AND AGREED THAT THE TERMS AND CONDITIONS OF THIS SCHEDULE MAY BE DIFFERENT FROM THE TERMS AND CONDITIONS OF PRIOR SCHEDULES AND THAT ANY ASSIGNMENT OR TRANSFER OF THIS SCHEDULE BY LESSOR OR ANY ASSIGNEE SHALL NOT MATERIALLY CHANGE LESSEE'S OBLIGATIONS HEREUNDER. LESSEE AGREES THAT IF A COPY OF THIS SCHEDULE IS SIGNED BY IT AND THE FRONT OF THE COPY IS DELIVERED TO LESSOR BY FACSIMILE TRANSMISSION OR OTHERWISE, TO THE EXTENT ANY PROVISIONS ARE MISSING OR ILLEGIBLE OR CHANGED (AND NOT INITIALED BY BOTH PARTIES), THE TERMS AND CONDITIONS OF LESSOR'S FORM LTPF-TLS 12/98 IN USE ON THE DATE LESSOR RECEIVES THE COPY SIGNED BY LESSEE WILL BE THE TERMS AND CONDITIONS OF THE SCHEDULE. LESSEE REPRESENTS AND WARRANTS THAT IT SHALL LOOK ONLY TO THE SELLER FOR ANY AND ALL CLAIMS AND WARRANTIES RELATING TO THE EQUIPMENT AND THAT IT EITHER HAS REVIEWED, APPROVED AND RECEIVED A COPY OF THE APPLICABLE SUPPLY CONTRACT OR PURCHASE DOCUMENTS AND MAY CONTACT SELLER FOR A DESCRIPTION OF SUCH RIGHTS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON LESSEE BY ARTICLE 2A OF THE UCC AND ANY RIGHTS NOW OR HEREAFTER OFFERED BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY THE LESSOR'S RIGHTS AS DESCRIBED IN THE AGREEMENT, THIS SCHEDULE OR ANY OTHER FUNDAMENTAL AGREEMENT (AS DEFINED IN THE AGREEMENT).

LESSEE: GENUITY SOLUTIONS, INC.

LESSOR: NEWCOURT COMMUNICATIONS
FINANCE CORPORATION

By: [Signature]
Lessee Authorized Signature
CIO & SUP
Print Name and Title
10/18/00
Date

By: [Signature]
Lessor Authorized Signature
Keith Herman Acct Mgr
Print Name and Title
10/30/00
Date

Capitalized terms used in this Schedule that are not otherwise defined herein shall have the meanings ascribed to them in Master Equipment Lease Agreement or Standard Lease Agreement (Agreement) identified by the Lease Number specified on the front of this Schedule. References in this Schedule to Total Purchase Price and Rental Payment shall mean the estimates thereof specified on the front of this Schedule, as they may be adjusted pursuant to the Agreement. With respect to the Equipment described on the front of this Schedule, the terms and conditions of this Schedule shall prevail over any conflicting or inconsistent terms and conditions in the Agreement and/or any amendments thereto entered into prior to the execution of this Schedule. Lessee must commence this lease on or before the date Lessor's pricing and credit approvals expire (Latest Commencement Date).

1. PURCHASE AND RENEWAL OPTIONS. (a) If no Event of Default exists and Lessee delivers to Lessor an irrevocable written election notice at least 90 days prior to the expiration of the Applicable Term, Lessee shall have the following purchase and renewal options: (i) Lessee may purchase all (but not less than all) of the Equipment at the end of the Applicable Term at Fair Market Value (as defined below); or (ii) Lessee may renew this Schedule for a Renewal Term of not less than 12 months to be agreed upon by Lessor and Lessee at Fair Rental Value (as defined below) if Lessor reasonably determines that no material adverse change in Lessee's business or financial condition has occurred since the beginning of the Term. If Lessee decides not to purchase the Equipment or renew this Schedule at the end of the Applicable Term, it shall provide Lessor with irrevocable written notice thereof at least 90 days prior to the expiration of the Applicable Term and return the Equipment to Lessor in accordance with the terms of the Agreement.

(b) If Lessee elects to purchase the Equipment, Lessee shall pay Lessor the Fair Market Value on or before the expiration of the Applicable Term and shall make all other payments required hereunder during the remaining Term. If Lessee elects to renew this Schedule, Lessee and Lessor shall enter into a supplement to this Schedule to confirm the applicable Fair Rental Value and the length of the applicable Renewal Term. Throughout the Renewal Term, Lessee shall pay Lessor the Fair Rental Value on the same date each period that the Rental Payment was due during the Initial Term.

(c) If Lessee fails to: (i) provide Lessor with the 90 day notice required above; or (ii) pay Lessor the Fair Market Value as specified above; or (iii) return the Equipment to Lessor in accordance with the terms of the Agreement, the Applicable Term shall be extended for an additional 3 month period and thereafter for successive one month periods until Lessee delivers the Equipment to Lessor in accordance with the Agreement or Lessor terminates this Schedule by 30 days' written notice to Lessee. If this Schedule is extended pursuant to the preceding sentence, Lessee shall continue to pay Lessor the periodic Rental Payments in effect prior to the expiration of the Applicable Term and all other provisions of the Agreement and this Schedule (including Lessee's purchase and renewal options) shall continue to apply.

(d) Fair Rental Value and Fair Market Value for the Equipment shall be determined by agreement of Lessor and Lessee, or, at Lessee's sole expense, by an independent appraiser selected by Lessor. Fair Rental Value means the periodic amount that would be payable for the Equipment in an arm's length transaction between an informed and willing lessee and an informed and willing lessor, neither under compulsion to lease. Fair Market Value means the total price that would be paid for the Equipment in an arm's length transaction between an informed and willing buyer (other than a used equipment dealer) under no compulsion to buy and an informed and willing seller under no compulsion to sell. In determining Fair Rental Value or Fair Market Value, the costs of removing the Equipment from the Equipment Location and moving it to a new location shall not be deducted from its value.

(e) If Lessee elects to purchase the Equipment and has completely fulfilled the terms and conditions of the Agreement and this Section 1, then on the last day of the Applicable Term: (i) this Schedule shall terminate and, except as provided in the Agreement, Lessee shall be relieved of all obligations under this Schedule; and (ii) Lessor shall transfer all of its interest in the Equipment to Lessee "AS IS, WHERE IS," and without any warranty, express or implied from Lessor, other than the absence of any liens or claims by, through, or under Lessor.

2. LESSOR'S RETURN. If the Agreement is a Master Equipment Lease Agreement and it provides that Stipulated Loss Value is a component of Lessor's Return, for purposes of this Schedule the Stipulated Loss Value of the Equipment shall equal the sum of (i) an amount calculated by Lessor that is the present value (discounted at 5% per annum compounded monthly) of all Rental Payments from the date of the Loss or Event of Default in question to the originally anticipated date of expiration of the then existing term of this Schedule (whether it be the Initial Term or any Renewal Term (Applicable Term)); plus (ii) the present value (computed as described above and calculated by Lessor as of the date of the Loss or Event of Default in question) of the casualty value (determined as set forth below) of the Equipment. The casualty value of the Equipment shall be determined by multiplying the applicable Casualty Percentage (as specified below) by the Total Purchase Price. For purposes of this Schedule the applicable Casualty Percentage shall be (unless otherwise specified on the front of this Schedule) 65% for a Term of less than 36 months; 50% for a Term of 36 months or greater, but less than 48 months; 40% for a Term of 48 months or greater, but less than 60 months; 30% for a Term of 60 months or greater, but less than 72 months; and 20% for a Term of 72 months or greater. This Section is not applicable if the Agreement is a Standard Lease Agreement.

3. TAX BENEFITS. Lessee and Lessor intend that Lessor shall be entitled to all of the Federal and state tax benefits associated with the ownership of the Equipment, including but not limited to accelerated cost recovery deductions under sections 167(a) and 168(b)(1) of the Internal Revenue Code of 1986, as amended

(Code), and accelerated depreciation deductions under applicable state law (collectively, Tax Benefits). Lessee promises that at no time during the Term of this Schedule will Lessee (or any of its successors, sublessees or assigns) take any action or fail to take any action that would result in a loss, reduction, deferral, recapture or other unavailability to Lessor (or any consolidated group with which Lessor files tax returns) of any part of the Tax Benefits. Lessee also represents and warrants that neither Lessee, any of its affiliates, nor any of its successors, sublessees or assigns was, is or will become a tax-exempt entity described in section 168(h)(2) of the Code at any time during the Term of this Schedule or the five years preceding the Commencement Date.

4. SECURITY INTEREST. Lessor and Lessee intend the transaction described in this Schedule to be a true lease, and Lessee hereby authorizes Lessor to file a financing statement to give public notice of Lessor's ownership of the Equipment. If such transaction is deemed by a court of competent jurisdiction to be a lease intended for security, to secure payment and performance of Lessee's obligations under the Agreement and this Schedule, Lessee grants Lessor and its assigns a purchase money security interest in the Equipment and in all attachments, accessories, additions, substitutions, products, replacements, rentals and proceeds (including insurance proceeds) therefrom as well as a security interest in any other equipment financed pursuant to the Agreement or any other agreement between Lessor and Lessee (collectively, Collateral). Lessee shall execute and timely deliver to Lessor financing statements or any other documents Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. Lessor or Lessor's agent may file as a financing statement any lease document (or copy thereof, where permitted by law) Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. If Lessee fails to execute any such document, Lessor or Lessor's agent is hereby authorized to file any of the foregoing signed only by Lessor or Lessor's agent. LESSEE HEREBY APPOINTS LESSOR OR LESSOR'S DESIGNEE AS LESSEE'S ATTORNEY-IN-FACT TO EXECUTE AND FILE, ON LESSEE'S BEHALF, FINANCING STATEMENTS COVERING ANY EQUIPMENT SUBJECT TO THIS SCHEDULE OR THE AGREEMENT.

5. LEASING ADDITIONAL EQUIPMENT. Lessee may request Lessor to finance the costs of additional equipment (whether or not such items are additions to the Equipment) by sending Lessor a purchase order or by contacting us or the Seller by telephone or via a writing or an electronic or facsimile transmission. If the estimated total cost of such equipment (Additional Equipment) is \$25,000 or less and if Lessor agrees to provide such financing, Lessor shall signify its agreement by preparing and sending to Lessee a writing (Additional Lease) describing the Additional Equipment and specifying the amount and frequency of the Rental Payments, the Lease Term, the end of term options and such other terms and conditions that apply to such lease. LESSEE AGREES THAT IF THE LESSOR DOES NOT RECEIVE A WRITTEN OBJECTION TO THE ADDITIONAL LEASE FROM THE LESSEE WITHIN 10 DAYS AFTER THE DATE OF THE ADDITIONAL LEASE, LESSEE WILL BE DEEMED TO HAVE IRREVOCABLY ACCEPTED THE ADDITIONAL EQUIPMENT AND AGREED THAT, EXCEPT AS OTHERWISE SPECIFIED IN THE ADDITIONAL LEASE, SUCH ADDITIONAL LEASE SHALL BE GOVERNED BY ALL OF THE TERMS AND CONDITIONS OF THIS LEASE. If Lessee objects in the manner and within the timeframes described above, such Additional Lease shall be null and void and Lessee shall be responsible for fulfilling the obligations of the purchaser under the applicable Supply Contract or Purchase Documents.

6. ASSIGNMENT OF PURCHASE DOCUMENTS. Lessee hereby assigns to Lessor all of Lessee's right and interests in and to (a) the Equipment described in this Schedule and (b) any Purchase Documents (including any purchase order issued by Lessor as Lessee's agent) relating thereto. Except for the obligation to pay Seller for the Equipment if (and only if) the Equipment is accepted by Lessee pursuant to the Agreement, such assignment shall not include any of the obligations of the purchaser under the Purchase Documents and Lessee shall at all times remain liable to Seller to perform all of the duties and obligations of the purchaser under the Purchase Documents to the same extent as if an assignment had not occurred. Lessee shall obtain Seller's written consent to such assignment and written agreement that upon any return of the Equipment to Lessor, at no additional fee or charge Seller will either (y) grant Lessor any applicable license relating to the use of any software, technical information, confidential business information and other documentation (collectively, License) and permit Lessor to assign such License to any subsequent end-user of the Equipment; or (z) grant any subsequent end-user of the Equipment an applicable License, subject to Seller's then-current licensing provisions. Lessee shall at all times remain liable to Seller as the licensee under the License, and Lessor shall not have any obligation thereunder unless and until such License is provided to Lessor in accordance herewith.

7. FACSIMILES. IF A SIGNED COPY OF THIS SCHEDULE IS DELIVERED TO LESSOR BY FACSIMILE TRANSMISSION, IT WILL BE BINDING ON LESSEE. HOWEVER, LESSOR WILL NOT BE BOUND UNTIL IT ACCEPTS THE SCHEDULE BY MANUALLY SIGNING IT OR BY PURCHASING THE EQUIPMENT, WHICHEVER OCCURS FIRST. LESSEE WAIVES NOTICE OF LESSOR'S ACCEPTANCE AND WAIVES ITS RIGHT TO RECEIVE A COPY OF THE ACCEPTED SCHEDULE. IF LESSEE DELIVERS THIS SCHEDULE TO LESSOR BY FACSIMILE TRANSMISSION, LESSEE ACKNOWLEDGES THAT LESSOR IS RELYING ON LESSEE'S REPRESENTATION THAT THE SCHEDULE HAS NOT BEEN CHANGED. LESSEE AGREES THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS SCHEDULE, LESSOR MAY PRODUCE A COPY OF THE SCHEDULE TRANSMITTED TO IT BY FACSIMILE TRANSMISSION THAT HAS BEEN MANUALLY SIGNED BY LESSOR AND SUCH SIGNED COPY SHALL BE DEEMED TO BE THE ORIGINAL.

8. CHATTEL PAPER. If multiple copies of this Schedule are signed by Lessor and Lessee, only one copy of the Schedule shall be marked "Original" (Original), and all other copies shall be marked as, and shall be, duplicates. To the extent that this Schedule constitutes chattel paper (as such term is defined in the Uniform Commercial Code in effect in any applicable jurisdiction), no security interest therein may be created through the transfer or possession of any copy other than the Original.

LTPF - TLS 12/98

LEASE SCHEDULE WITH FAIR MARKET VALUE PURCHASE OPTION

Product Finance



Lucient Technologies

LESSEE: GENUITY SOLUTIONS, INC.

LESSOR: NEWCOURT COMMUNICATIONS
FINANCE CORPORATIONAddress
150 Cambridge Park DriveAddress
2 GATEHALL DRIVE
PARSIPPANY, NJ 07054City / State / Zip
Cambridge, MA 02140Lease Number
e212580Schedule Number
01040

SELLER: LUCENT TECHNOLOGIES INC.

Total Price Including
Installation/One-Time
Charges

Description of Items to be Leased (the Equipment)

Lucient Definity Addition and other related items, including any attachments, alterations, and additions thereto; any software license or rights; and any related documentation, all as may be more particularly described in the final invoice(s) from the Seller(s).

This Schedule describes a coterminal add-on (Addition) to the Equipment described in the Schedule Number 00520 (Primary Schedule). Accordingly (a) if Lessee purchases or renews the Equipment described in the Primary Schedule, Lessee shall, as applicable, purchase the Addition or renew this Schedule for a Renewal Term of the same length as the Renewal Term of the Primary Schedule; and (b) if Lessee is required to pay Lessor the Lessor's Return with respect to the Primary Schedule, Lessee shall pay Lessor the Lessor's Return with respect to this Schedule.

Notwithstanding any terms to the contrary contained in the Agreement or this Schedule, the Equipment will be deemed irrevocably accepted by you upon Lessor's receipt of the Seller's invoice for charges related to the installation of the Equipment.

THIS TRANSACTION IS INTENDED TO BE A TRUE LEASE. THE TERMS AND CONDITIONS OF LESSEE'S FAIR MARKET VALUE PURCHASE OPTION, ITS FAIR RENTAL VALUE RENEWAL OPTION, AND OTHER IMPORTANT PROVISIONS ARE SET FORTH ON THE BACK OF THIS SCHEDULE.

Additional Provisions

Total This Page \$57,135.40

SubTotal(s) from
Attached () Additional Pages
Total Purchase Price
(Sum of total prices including
Installation/one-time charges) \$57,135.40

Advance Rent \$0.00 Rental Payment \$1,579.79

Equipment Location
10 Moulton, Cambridge, MA 02140Rental Payment Period
monthly Latest Commencement Date
6/30/2000

Lease Term (Months) 40

THIS SCHEDULE SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER EQUIPMENT LEASE AGREEMENT OR STANDARD LEASE AGREEMENT REFERENCED BY THE LEASE NUMBER SPECIFIED ABOVE (AGREEMENT) BY AND BETWEEN LESSEE OR ITS AFFILIATE, AS LESSEE, AND LESSOR OR ITS AFFILIATE, AS LESSOR, AND BY THE TERMS AND CONDITIONS SET FORTH ON THE FRONT AND BACK OF THIS SCHEDULE, WHICH IS LESSOR'S STANDARD FORM LTPF-TLS 12/98. PURSUANT TO SUCH TERMS AND CONDITIONS (WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS), LESSEE AGREES TO LEASE FROM LESSOR (AS SPECIFIED BELOW) AND LESSOR AGREES TO LEASE TO LESSEE THE ABOVE REFERENCED EQUIPMENT. IT IS UNDERSTOOD AND AGREED THAT THE TERMS AND CONDITIONS OF THIS SCHEDULE MAY BE DIFFERENT FROM THE TERMS AND CONDITIONS OF PRIOR SCHEDULES AND THAT ANY ASSIGNMENT OR TRANSFER OF THIS SCHEDULE BY LESSOR OR ANY ASSIGNEE SHALL NOT MATERIALLY CHANGE LESSEE'S OBLIGATIONS HEREUNDER. LESSEE AGREES THAT IF A COPY OF THIS SCHEDULE IS SIGNED BY IT AND THE FRONT OF THE COPY IS DELIVERED TO LESSOR BY FACSIMILE TRANSMISSION OR OTHERWISE, TO THE EXTENT ANY PROVISIONS ARE MISSING OR ILLEGIBLE OR CHANGED (AND NOT INITIALED BY BOTH PARTIES), THE TERMS AND CONDITIONS OF LESSOR'S FORM LTPF-TLS 12/98 IN USE ON THE DATE LESSOR RECEIVES THE COPY SIGNED BY LESSEE WILL BE THE TERMS AND CONDITIONS OF THE SCHEDULE. LESSEE REPRESENTS AND WARRANTS THAT IT SHALL LOOK ONLY TO THE SELLER FOR ANY AND ALL CLAIMS AND WARRANTIES RELATING TO THE EQUIPMENT AND THAT IT EITHER HAS REVIEWED, APPROVED AND RECEIVED A COPY OF THE APPLICABLE SUPPLY CONTRACT OR PURCHASE DOCUMENTS OR HAS BEEN INFORMED BY LESSOR THAT IT MAY HAVE RIGHTS UNDER THE SUPPLY CONTRACT OR PURCHASE DOCUMENTS AND MAY CONTACT SELLER FOR A DESCRIPTION OF SUCH RIGHTS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON LESSEE BY ARTICLE 2A OF THE UCC AND ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY THE LESSOR'S RIGHTS AS DESCRIBED IN THE AGREEMENT, THIS SCHEDULE OR ANY OTHER FUNDAMENTAL AGREEMENT (AS DEFINED IN THE AGREEMENT).

LESSEE: GENUITY SOLUTIONS, INC.

LESSOR: NEWCOURT COMMUNICATIONS
FINANCE CORPORATION

By: X. [Signature]
Lessee Authorized Signature
✓ Franker Chief Legal Counsel
Print Name and Title
✓ 7-31-00
Date

By: X. [Signature]
Lessor Authorized Signature
✓ Ken Cate, Account Manager
Print Name and Title
✓ 8/10/00
Date

Capitalized terms used in this Schedule that are not otherwise defined herein shall have the meanings ascribed to them in the Master Equipment Lease Agreement or Standard Lease Agreement (Agreement) identified by the Lease Number specified on the front of this Schedule. References in this Schedule to Total Purchase Price and Rental Payment shall mean the estimates thereof specified on the front of this Schedule, as they may be adjusted pursuant to the Agreement. With respect to the Equipment described on the front of this Schedule, the terms and conditions of this Schedule shall prevail over any conflicting or inconsistent terms and conditions in the Agreement and/or any amendments thereto entered into prior to the execution of this Schedule. Lessee must commence this lease on or before the date Lessor's pricing and credit approvals expire (Latest Commencement Date).

1. PURCHASE AND RENEWAL OPTIONS. (a) If no Event of Default exists and Lessee delivers to Lessor an irrevocable written election notice at least 90 days prior to the expiration of the Applicable Term, Lessee shall have the following purchase and renewal options: (i) Lessee may purchase all (but not less than all) of the Equipment at the end of the Applicable Term at Fair Market Value (as defined below); or (ii) Lessee may renew this Schedule for a Renewal Term of not less than 12 months to be agreed upon by Lessor and Lessee at Fair Rental Value (as defined below) if Lessor reasonably determines that no material adverse change in Lessee's business or financial condition has occurred since the beginning of the Term. If Lessee decides not to purchase the Equipment or renew this Schedule at the end of the Applicable Term, it shall provide Lessor with irrevocable written notice thereof at least 90 days prior to the expiration of the Applicable Term and return the Equipment to Lessor in accordance with the terms of the Agreement.

(b) If Lessee elects to purchase the Equipment, Lessee shall pay Lessor the Fair Market Value on or before the expiration of the Applicable Term and shall make all other payments required hereunder during the remaining Term. If Lessee elects to renew this Schedule, Lessee and Lessor shall enter into a supplement to this Schedule to confirm the applicable Fair Rental Value and the length of the applicable Renewal Term. Throughout the Renewal Term, Lessee shall pay Lessor the Fair Rental Value on the same date each period that the Rental Payment was due during the Initial Term.

(c) If Lessee fails to: (i) provide Lessor with the 90 day notice required above; or (ii) pay Lessor the Fair Market Value as specified above; or (iii) return the Equipment to Lessor in accordance with the terms of the Agreement, the Applicable Term shall be extended for an additional 3 month period and thereafter for successive one month periods until Lessee delivers the Equipment to Lessor in accordance with the Agreement or Lessor terminates this Schedule by 30 days' written notice to Lessee. If this Schedule is extended pursuant to the preceding sentence, Lessee shall continue to pay Lessor the periodic Rental Payments in effect prior to the expiration of the Applicable Term and all other provisions of the Agreement and this Schedule (including Lessee's purchase and renewal options) shall continue to apply.

(d) Fair Rental Value and Fair Market Value for the Equipment shall be determined by agreement of Lessor and Lessee, or, at Lessee's sole expense, by an independent appraiser selected by Lessor. Fair Rental Value means the periodic amount that would be payable for the Equipment in an arm's length transaction between an informed and willing lessee and an informed and willing lessor, neither under compulsion to lease. Fair Market Value means the total price that would be paid for the Equipment in an arm's length transaction between an informed and willing buyer (other than a used equipment dealer) under no compulsion to buy and an informed and willing seller under no compulsion to sell. In determining Fair Rental Value or Fair Market Value, the costs of removing the Equipment from the Equipment Location and moving it to a new location shall not be deducted from its value.

(e) If Lessee elects to purchase the Equipment and has completely fulfilled the terms and conditions of the Agreement and this Section 1, then on the last day of the Applicable Term: (i) this Schedule shall terminate and, except as provided in the Agreement, Lessee shall be relieved of all obligations under this Schedule; and (ii) Lessor shall transfer all of its interest in the Equipment to Lessee "AS IS, WHERE IS," and without any warranty, express or implied from Lessor, other than the absence of any liens or claims by, through, or under Lessor.

2. LESSOR'S RETURN. If the Agreement is a Master Equipment Lease Agreement and if it provides that Stipulated Loss Value is a component of Lessor's Return, for purposes of this Schedule the Stipulated Loss Value of the Equipment shall equal the sum of (i) an amount calculated by Lessor that is the present value (discounted at 5% per annum compounded monthly) of all Rental Payments from the date of the Loss or Event of Default in question to the originally anticipated date of expiration of the then existing term of this Schedule (whether it be the Initial Term or any Renewal Term (Applicable Term)); plus (ii) the present value (computed as described above and calculated by Lessor as of the date of the Loss or Event of Default in question) of the casualty value (determined as set forth below) of the Equipment. The casualty value of the Equipment shall be determined by multiplying the applicable Casualty Percentage (as specified below) by the Total Purchase Price. For purposes of this Schedule the applicable Casualty Percentage shall be (unless otherwise specified on the front of this Schedule) 65% for a Term of less than 36 months; 50% for a Term of 36 months or greater, but less than 48 months; 40% for a Term of 48 months or greater, but less than 60 months; 30% for a Term of 60 months or greater, but less than 72 months; and 20% for a Term of 72 months or greater. This Section is not applicable if the Agreement is a Standard Lease Agreement.

3. TAX BENEFITS. Lessee and Lessor intend that Lessor shall be entitled to all of the Federal and state tax benefits associated with the ownership of the Equipment, including but not limited to accelerated cost recovery deductions under sections 167(a) and 168(b) (1) of the Internal Revenue Code of 1986, as amended.

(Code), and accelerated depreciation deductions under applicable state law (collectively, Tax Benefits). Lessee promises that at no time during the Term of this Schedule will Lessee (or any of its successors, sublessees or assigns) take any action or fail to take any action that would result in a loss, reduction, deferral, recapture or other unavailability to Lessor (or any consolidated group with which Lessor files tax returns) of any part of the Tax Benefits. Lessee also represents and warrants that neither Lessee, any of its affiliates, nor any of its successors, sublessees or assigns was, is or will become a tax-exempt entity described in section 168(h) (2) of the Code at any time during the Term of this Schedule or the five years preceding the Commencement Date.

4. SECURITY INTEREST. Lessor and Lessee intend the transaction described in this Schedule to be a true lease, and Lessee hereby authorizes Lessor to file a financing statement to give public notice of Lessor's ownership of the Equipment. If such transaction is deemed by a court of competent jurisdiction to be a lease intended for security, to secure payment and performance of Lessee's obligations under the Agreement and this Schedule, Lessee grants Lessor and its assigns a purchase money security interest in the Equipment and in all attachments, accessories, additions, substitutions, products, replacements, rentals and proceeds (including insurance proceeds) therefrom as well as a security interest in any other equipment financed pursuant to the Agreement or any other agreement between Lessor and Lessee (collectively, Collateral). Lessee shall execute and timely deliver to Lessor financing statements or any other documents Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. Lessor or Lessor's agent may file as a financing statement any lease document (or copy thereof, where permitted by law) Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. If Lessee fails to execute any such document, Lessor or Lessor's agent is hereby authorized to file any of the foregoing signed only by Lessor or Lessor's agent. LESSEE HEREBY APPOINTS LESSOR OR LESSOR'S DESIGNEE AS LESSEE'S ATTORNEY-IN-FACT TO EXECUTE AND FILE, ON LESSEE'S BEHALF, FINANCING STATEMENTS COVERING ANY EQUIPMENT SUBJECT TO THIS SCHEDULE OR THE AGREEMENT.

5. LEASING ADDITIONAL EQUIPMENT. Lessee may request Lessor to finance the costs of additional equipment (whether or not such items are additions to the Equipment) by sending Lessor a purchase order or by contacting us or the Seller by telephone or via a writing or an electronic or facsimile transmission. If the estimated total cost of such equipment (Additional Equipment) is \$25,000 or less and if Lessor agrees to provide such financing, Lessor shall signify its agreement by preparing and sending to Lessee a writing (Additional Lease) describing the Additional Equipment and specifying the amount and frequency of the Rental Payments, the Lease Term, the end of term options and such other terms and conditions that apply to such lease. LESSEE AGREES THAT IF THE LESSOR DOES NOT RECEIVE A WRITTEN OBJECTION TO THE ADDITIONAL LEASE FROM THE LESSEE WITHIN 10 DAYS AFTER THE DATE OF THE ADDITIONAL LEASE, LESSEE WILL BE DEEMED TO HAVE IRREVOCABLY ACCEPTED THE ADDITIONAL EQUIPMENT AND AGREED THAT, EXCEPT AS OTHERWISE SPECIFIED IN THE ADDITIONAL LEASE, SUCH ADDITIONAL LEASE SHALL BE GOVERNED BY ALL OF THE TERMS AND CONDITIONS OF THIS LEASE. If Lessee objects in the manner and within the timeframes described above, such Additional Lease shall be null and void and Lessee shall be responsible for fulfilling the obligations of the purchaser under the applicable Supply Contract or Purchase Documents.

6. ASSIGNMENT OF PURCHASE DOCUMENTS. Lessee hereby assigns to Lessor all of Lessee's right and interests in and to (a) the Equipment described in this Schedule and (b) any Purchase Documents (including any purchase order issued by Lessor as Lessee's agent) relating thereto. Except for the obligation to pay Seller for the Equipment if (and only if) the Equipment is accepted by Lessee pursuant to the Agreement, such assignment shall not include any of the obligations of the purchaser under the Purchase Documents and Lessee shall at all times remain liable to Seller to perform all of the duties and obligations of the purchaser under the Purchase Documents to the same extent as if an assignment had not occurred. Lessee shall obtain Seller's written consent to such assignment and written agreement that upon any return of the Equipment to Lessor, at no additional fee or charge Seller will either (y) grant Lessor any applicable license relating to the use of any software, technical information, confidential business information and other documentation (collectively, License) and permit Lessor to assign such License to any subsequent end-user of the Equipment; or (z) grant any subsequent end-user of the Equipment an applicable License, subject to Seller's then-current licensing provisions. Lessee shall at all times remain liable to Seller as the licensee under the License, and Lessor shall not have any obligation thereunder unless and until such License is provided to Lessor in accordance herewith.

7. FACSIMILES. IF A SIGNED COPY OF THIS SCHEDULE IS DELIVERED TO LESSOR BY FACSIMILE TRANSMISSION, IT WILL BE BINDING ON LESSEE. HOWEVER, LESSOR WILL NOT BE BOUND UNTIL IT ACCEPTS THE SCHEDULE BY MANUALLY SIGNING IT OR BY PURCHASING THE EQUIPMENT, WHICHEVER OCCURS FIRST. LESSEE WAIVES NOTICE OF LESSOR'S ACCEPTANCE AND WAIVES ITS RIGHT TO RECEIVE A COPY OF THE ACCEPTED SCHEDULE. IF LESSEE DELIVERS THIS SCHEDULE TO LESSOR BY FACSIMILE TRANSMISSION, LESSEE ACKNOWLEDGES THAT LESSOR IS RELYING ON LESSEE'S REPRESENTATION THAT THE SCHEDULE HAS NOT BEEN CHANGED. LESSEE AGREES THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS SCHEDULE, LESSOR MAY PRODUCE A COPY OF THE SCHEDULE TRANSMITTED TO IT BY FACSIMILE TRANSMISSION THAT HAS BEEN MANUALLY SIGNED BY LESSOR AND SUCH SIGNED COPY SHALL BE DEEMED TO BE THE ORIGINAL.

8. CHATTEL PAPER. If multiple copies of this Schedule are signed by Lessor and Lessee, only one copy of the Schedule shall be marked "Original" (Original), and all other copies shall be marked as, and shall be, duplicates. To the extent that this Schedule constitutes chattel paper (as such term is defined in the Uniform Commercial Code in effect in any applicable jurisdiction), no security interest therein may be created through the transfer or possession of any copy other than the Original.

LTPF-TLS 12/98

Product Finance



Lucent Technologies

LEASE SCHEDULE WITH FAIR MARKET VALUE PURCHASE OPTION

| | | | |
|--|--|--|---------------------------------------|
| LESSEE: GENUITY SOLUTIONS, INC. | | LESSOR: NEWCOURT COMMUNICATIONS FINANCE CORPORATION | |
| Address 150 Cambridge Park Drive | | Address 2 GATEHALL DRIVE PARSIPPANY, NJ 07054 | |
| City / State / Zip Cambridge, MA 02140 | | Lease Number 0212580 | Schedule Number 01050 |
| SELLER: LUCENT TECHNOLOGIES INC. | | Total Price Including Installation/One-Time Charges | |
| Description of Items to be Leased (the Equipment) | | | |
| <p><u>Lucent Definity Software Upgrade</u> and other related items, including any attachments, alterations, and additions thereto; any software license or rights; and any related documentation, all as may be more particularly described in the final Invoice(s) from the Seller(s).</p> <p>This Schedule describes a coterminal add-on (Addition) to the Equipment described in the Schedule Number <u>00170</u> (Primary Schedule). Accordingly (a) if Lessee purchases or renews the Equipment described in the Primary Schedule, Lessee shall, as applicable, purchase the Addition or renew this Schedule for a Renewal Term of the same length as the Renewal Term of the Primary Schedule; and (b) if Lessee is required to pay Lessor the Lessor's Return with respect to the Primary Schedule, Lessee shall pay Lessor the Lessor's Return with respect to this Schedule.</p> <p>Notwithstanding any terms to the contrary contained in the Agreement or this Schedule, the Equipment will be deemed irrevocably accepted by you upon Lessor's receipt of the Seller's Invoice for charges related to the installation of the Equipment.</p> | | | |
| THIS TRANSACTION IS INTENDED TO BE A TRUE LEASE. THE TERMS AND CONDITIONS OF LESSEE'S FAIR MARKET VALUE PURCHASE OPTION, ITS FAIR RENTAL VALUE RENEWAL OPTION, AND OTHER IMPORTANT PROVISIONS ARE SET FORTH ON THE BACK OF THIS SCHEDULE. | | Total This Page | \$21,158.50 |
| Additional Provisions | | SubTotal(s) from Attached () Additional Pages | |
| | | Total Purchase Price (Sum of total prices including installation/one-time charges) | \$21,158.50 |
| | | Advance Rent \$0.00 | Rental Payment \$902.41 |
| Equipment Location 9780 Patuxent Wood, Columbia, MD 21046 | | Rental Payment Period monthly | Latest Commencement Date 6/30/2000 |
| | | Lease Term (Months) 25 | |

THIS SCHEDULE SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER EQUIPMENT LEASE AGREEMENT OR STANDARD LEASE AGREEMENT REFERENCED BY THE LEASE NUMBER SPECIFIED ABOVE (AGREEMENT) BY AND BETWEEN LESSEE OR ITS AFFILIATE, AS LESSEE, AND LESSOR OR ITS AFFILIATE, AS LESSOR, AND BY THE TERMS AND CONDITIONS SET FORTH ON THE FRONT AND BACK OF THIS SCHEDULE, WHICH IS LESSOR'S STANDARD FORM LTPF-TLS 12/98. PURSUANT TO SUCH TERMS AND CONDITIONS (WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS), LESSEE AGREES TO LEASE FROM LESSOR (AS SPECIFIED BELOW) AND LESSOR AGREES TO LEASE TO LESSEE THE ABOVE REFERENCED EQUIPMENT. IT IS UNDERSTOOD AND AGREED THAT THE TERMS AND CONDITIONS OF THIS SCHEDULE MAY BE DIFFERENT FROM THE TERMS AND CONDITIONS OF PRIOR SCHEDULES AND THAT ANY ASSIGNMENT OR TRANSFER OF THIS SCHEDULE BY LESSOR OR ANY ASSIGNEE SHALL NOT MATERIALLY CHANGE LESSEE'S OBLIGATIONS HEREUNDER. LESSEE AGREES THAT IF A COPY OF THIS SCHEDULE IS SIGNED BY IT AND THE FRONT OF THE COPY IS DELIVERED TO LESSOR BY FACSIMILE TRANSMISSION OR OTHERWISE, TO THE EXTENT ANY PROVISIONS ARE MISSING OR ILLEGIBLE OR CHANGED (AND NOT INITIALED BY BOTH PARTIES), THE TERMS AND CONDITIONS OF LESSOR'S FORM LTPF-TLS 12/98 IN USE ON THE DATE LESSOR RECEIVES THE COPY SIGNED BY LESSEE WILL BE THE TERMS AND CONDITIONS OF THE SCHEDULE. LESSEE REPRESENTS AND WARRANTS THAT IT SHALL LOOK ONLY TO THE SELLER FOR ANY AND ALL CLAIMS AND WARRANTIES RELATING TO THE EQUIPMENT AND THAT IT EITHER HAS REVIEWED, APPROVED AND RECEIVED A COPY OF THE APPLICABLE SUPPLY CONTRACT OR PURCHASE DOCUMENTS OR HAS BEEN INFORMED BY LESSOR THAT IT MAY HAVE RIGHTS UNDER THE SUPPLY CONTRACT OR PURCHASE DOCUMENTS AND MAY CONTACT SELLER FOR A DESCRIPTION OF SUCH RIGHTS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON LESSEE BY ARTICLE 2A OF THE UCC AND ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY THE LESSOR'S RIGHTS AS DESCRIBED IN THE AGREEMENT, THIS SCHEDULE OR ANY OTHER FUNDAMENTAL AGREEMENT (AS DEFINED IN THE AGREEMENT).

LESSEE: GENUITY SOLUTIONS, INC.

LESSOR: NEWCOURT COMMUNICATIONS
FINANCE CORPORATION

By: [Signature]
Lessee Authorized Signature
Ira Parker, Chief Legal Counselor
Print Name and Title
6/30/00
Date

By: [Signature]
Lessor Authorized Signature
Jean Cote, Account Manager
Print Name and Title
6/30/00
Date

Capitalized terms used in this Schedule that are not otherwise defined herein shall have the meanings ascribed to them in the Master Equipment Lease Agreement or Standard Lease Agreement (Agreement) identified by the Lease Number specified on the front of this Schedule. References in this Schedule to Total Purchase Price and Rental Payment shall mean the estimates thereof specified on the front of this Schedule, as they may be adjusted pursuant to the Agreement. With respect to the Equipment described on the front of this Schedule, the terms and conditions of this Schedule shall prevail over any conflicting or inconsistent terms and conditions in the Agreement and/or any amendments thereto entered into prior to the execution of this Schedule. Lessee must commence this lease on or before the date Lessor's pricing and credit approvals expire (Latest Commencement Date).

1. PURCHASE AND RENEWAL OPTIONS. (a) If no Event of Default exists and Lessee delivers to Lessor an irrevocable written election notice at least 90 days prior to the expiration of the Applicable Term, Lessee shall have the following purchase and renewal options: (i) Lessee may purchase all (but not less than all) of the Equipment at the end of the Applicable Term at Fair Market Value (as defined below); or (ii) Lessee may renew this Schedule for a Renewal Term of not less than 12 months to be agreed upon by Lessor and Lessee at Fair Rental Value (as defined below) if Lessor reasonably determines that no material adverse change in Lessee's business or financial condition has occurred since the beginning of the Term. If Lessee decides not to purchase the Equipment or renew this Schedule at the end of the Applicable Term, it shall provide Lessor with irrevocable written notice thereof at least 90 days prior to the expiration of the Applicable Term and return the Equipment to Lessor in accordance with the terms of the Agreement.

(b) If Lessee elects to purchase the Equipment, Lessee shall pay Lessor the Fair Market Value on or before the expiration of the Applicable Term and shall make all other payments required hereunder during the remaining Term. If Lessee elects to renew this Schedule, Lessee and Lessor shall enter into a supplement to this Schedule to confirm the applicable Fair Rental Value and the length of the applicable Renewal Term. Throughout the Renewal Term, Lessee shall pay Lessor the Fair Rental Value on the same date each period that the Rental Payment was due during the Initial Term.

(c) If Lessee fails to: (i) provide Lessor with the 90 day notice required above; or (ii) pay Lessor the Fair Market Value as specified above; or (iii) return the Equipment to Lessor in accordance with the terms of the Agreement, the Applicable Term shall be extended for an additional 3 month period and thereafter for successive one month periods until Lessee delivers the Equipment to Lessor in accordance with the Agreement or Lessor terminates this Schedule by 30 days' written notice to Lessee. If this Schedule is extended pursuant to the preceding sentence, Lessee shall continue to pay Lessor the periodic Rental Payments in effect prior to the expiration of the Applicable Term and all other provisions of the Agreement and this Schedule (including Lessee's purchase and renewal options) shall continue to apply.

(d) Fair Rental Value and Fair Market Value for the Equipment shall be determined by agreement of Lessor and Lessee, or, at Lessee's sole expense, by an independent appraiser selected by Lessor. Fair Rental Value means the periodic amount that would be payable for the Equipment in an arm's length transaction between an informed and willing lessee and an informed and willing lessor, neither under compulsion to lease, Fair Market Value means the total price that would be paid for the Equipment in an arm's length transaction between an informed and willing buyer (other than a used equipment dealer) under no compulsion to buy and an informed and willing seller under no compulsion to sell. In determining Fair Rental Value or Fair Market Value, the costs of removing the Equipment from the Equipment Location and moving it to a new location shall not be deducted from its value.

(e) If Lessee elects to purchase the Equipment and has completely fulfilled the terms and conditions of the Agreement and this Section 1, then on the last day of the Applicable Term: (i) this Schedule shall terminate and, except as provided in the Agreement, Lessee shall be relieved of all obligations under this Schedule; and (ii) Lessor shall transfer all of its interest in the Equipment to Lessee "AS IS, WHERE IS," and without any warranty, express or implied from Lessor, other than the absence of any liens or claims by, through, or under Lessor.

2. LESSOR'S RETURN. If the Agreement is a Master Equipment Lease Agreement and if it provides that Stipulated Loss Value is a component of Lessor's Return, for purposes of this Schedule the Stipulated Loss Value of the Equipment shall equal the sum of (i) an amount calculated by Lessor that is the present value (discounted at 5% per annum compounded monthly) of all Rental Payments from the date of the Loss or Event of Default in question to the originally anticipated date of expiration of the then existing term of this Schedule (whether it be the Initial Term or any Renewal Term (Applicable Term)); plus (ii) the present value (computed as described above and calculated by Lessor as of the date of the Loss or Event of Default in question) of the casualty value (determined as set forth below) of the Equipment. The casualty value of the Equipment shall be determined by multiplying the applicable Casualty Percentage (as specified below) by the Total Purchase Price. For purposes of this Schedule the applicable Casualty Percentage shall be (unless otherwise specified on the front of this Schedule) 65% for a Term of less than 36 months; 50% for a Term of 36 months or greater, but less than 48 months; 40% for a Term of 48 months or greater, but less than 60 months; 30% for a Term of 60 months or greater, but less than 72 months; and 20% for a Term of 72 months or greater. This Section is not applicable if the Agreement is a Standard Lease Agreement.

3. TAX BENEFITS. Lessee and Lessor intend that Lessor shall be entitled to all of the Federal and state tax benefits associated with the ownership of the Equipment, including but not limited to accelerated cost recovery deductions under sections 167(a) and 168(b) (1) of the Internal Revenue Code of 1986, as amended

(Code), and accelerated depreciation deductions under applicable state law (collectively, Tax Benefits). Lessee promises that at no time during the Term of this Schedule will Lessee (or any of its successors, sublessees or assigns) take any action or fail to take any action that would result in a loss, reduction, deferral, recapture or other unavailability to Lessor (or any consolidated group with which Lessor files tax returns) of any part of the Tax Benefits. Lessee also represents and warrants that neither Lessee, any of its affiliates, nor any of its successors, sublessees or assigns was, is or will become a tax-exempt entity described in section 168(h) (2) of the Code at any time during the Term of this Schedule or the five years preceding the Commencement Date.

4. SECURITY INTEREST. Lessor and Lessee intend the transaction described in this Schedule to be a true lease, and Lessee hereby authorizes Lessor to file a financing statement to give public notice of Lessor's ownership of the Equipment. If such transaction is deemed by a court of competent jurisdiction to be a lease intended for security, to secure payment and performance of Lessee's obligations under the Agreement and this Schedule, Lessee grants Lessor and its assigns a purchase money security interest in the Equipment and in all attachments, accessories, additions, substitutions, products, replacements, rentals and proceeds (including insurance proceeds) therefrom as well as a security interest in any other equipment financed pursuant to the Agreement or any other agreement between Lessor and Lessee (collectively, Collateral). Lessee shall execute and timely deliver to Lessor financing statements or any other documents Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. Lessor or Lessor's agent may file as a financing statement any lease document (or copy thereof, where permitted by law) Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. If Lessee fails to execute any such document, Lessor or Lessor's agent is hereby authorized to file any of the foregoing signed only by Lessor or Lessor's agent. LESSEE HEREBY APPOINTS LESSOR OR LESSOR'S DESIGNEE AS LESSEE'S ATTORNEY-IN-FACT TO EXECUTE AND FILE, ON LESSEE'S BEHALF, FINANCING STATEMENTS COVERING ANY EQUIPMENT SUBJECT TO THIS SCHEDULE OR THE AGREEMENT.

5. LEASING ADDITIONAL EQUIPMENT. Lessee may request Lessor to finance the costs of additional equipment (whether or not such items are additions to the Equipment) by sending Lessor a purchase order or by contacting us or the Seller by telephone or via a writing or an electronic or facsimile transmission. If the estimated total cost of such equipment (Additional Equipment) is \$26,000 or less and if Lessor agrees to provide such financing, Lessor shall signify its agreement by preparing and sending to Lessee a writing (Additional Lease) describing the Additional Equipment and specifying the amount and frequency of the Rental Payments, the Lease Term, the end of term options and such other terms and conditions that apply to such lease. LESSEE AGREES THAT IF THE LESSOR DOES NOT RECEIVE A WRITTEN OBJECTION TO THE ADDITIONAL LEASE FROM THE LESSEE WITHIN 10 DAYS AFTER THE DATE OF THE ADDITIONAL LEASE, LESSEE WILL BE DEEMED TO HAVE IRREVOCABLY ACCEPTED THE ADDITIONAL EQUIPMENT AND AGREED THAT, EXCEPT AS OTHERWISE SPECIFIED IN THE ADDITIONAL LEASE, SUCH ADDITIONAL LEASE SHALL BE GOVERNED BY ALL OF THE TERMS AND CONDITIONS OF THIS LEASE. If Lessee objects in the manner and within the timeframes described above, such Additional Lease shall be null and void and Lessee shall be responsible for fulfilling the obligations of the purchaser under the applicable Supply Contract or Purchase Documents.

6. ASSIGNMENT OF PURCHASE DOCUMENTS. Lessee hereby assigns to Lessor all of Lessee's right and interests in and to (a) the Equipment described in this Schedule and (b) any Purchase Documents (including any purchase order issued by Lessor as Lessee's agent) relating thereto. Except for the obligation to pay Seller for the Equipment if (and only if) the Equipment is accepted by Lessee pursuant to the Agreement, such assignment shall not include any of the obligations of the purchaser under the Purchase Documents and Lessee shall at all times remain liable to Seller to perform all of the duties and obligations of the purchaser under the Purchase Documents to the same extent as if an assignment had not occurred. Lessee shall obtain Seller's written consent to such assignment and written agreement that upon any return of the Equipment to Lessor, at no additional fee or charge Seller will either (y) grant Lessor any applicable license relating to the use of any software, technical information, confidential business information and other documentation (collectively, License) and permit Lessor to assign such License to any subsequent end-user of the Equipment; or (z) grant any subsequent end-user of the Equipment an applicable License, subject to Seller's then-current licensing provisions. Lessee shall at all times remain liable to Seller as the licensee under the License, and Lessor shall not have any obligation thereunder unless and until such License is provided to Lessor in accordance herewith.

7. FACSIMILES. IF A SIGNED COPY OF THIS SCHEDULE IS DELIVERED TO LESSOR BY FACSIMILE TRANSMISSION, IT WILL BE BINDING ON LESSEE. HOWEVER, LESSOR WILL NOT BE BOUND UNTIL IT ACCEPTS THE SCHEDULE BY MANUALLY SIGNING IT OR BY PURCHASING THE EQUIPMENT, WHICHEVER OCCURS FIRST. LESSEE WAIVES NOTICE OF LESSOR'S ACCEPTANCE AND WAIVES ITS RIGHT TO RECEIVE A COPY OF THE ACCEPTED SCHEDULE. IF LESSEE DELIVERS THIS SCHEDULE TO LESSOR BY FACSIMILE TRANSMISSION, LESSEE ACKNOWLEDGES THAT LESSOR IS RELYING ON LESSEE'S REPRESENTATION THAT THE SCHEDULE HAS NOT BEEN CHANGED. LESSEE AGREES THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS SCHEDULE, LESSOR MAY PRODUCE A COPY OF THE SCHEDULE TRANSMITTED TO IT BY FACSIMILE TRANSMISSION THAT HAS BEEN MANUALLY SIGNED BY LESSOR AND SUCH SIGNED COPY SHALL BE DEEMED TO BE THE ORIGINAL.

8. CHATTEL PAPER. If multiple copies of this Schedule are signed by Lessor and Lessee, only one copy of the Schedule shall be marked "Original" (Original), and all other copies shall be marked as, and shall be, duplicates. To the extent that this Schedule constitutes chattel paper (as such term is defined in the Uniform Commercial Code in effect in any applicable jurisdiction), no security interest therein may be created through the transfer or possession of any copy other than the Original.

LTPF-TLS 12/98

Product Finance

LEASE SCHEDULE WITH FAIR MARKET VALUE PURCHASE OPTION

Lucent Technologies

| | | | |
|---|--|--|--------------------------|
| LESSEE: GENUITY SOLUTIONS, INC. | | LESSOR: NEWCOURT COMMUNICATIONS FINANCE CORPORATION | |
| Address 150 Cambridge Park Drive | | Address 2 GATEHALL DRIVE PARSIPPANY, NJ 07054 | |
| City / State / Zip Cambridge, MA 02140 | | Lease Number 6212580 | Schedule Number 01060 |

SELLER: LUCENT TECHNOLOGIES INC.

Total Price Including
Installation/One-Time
Charges

Description of Items to be Leased (the Equipment)

Lucent Definity Upgrade & Cms and other related items, including any attachments, alterations, and additions thereto; any software license or rights; and any related documentation, all as may be more particularly described in the final invoice(s) from the Seller(s).

This Schedule describes a coterminous add-on (Addition) to the Equipment described in the Schedule Number 00320 (Primary Schedule). Accordingly (a) If Lessee purchases or renews the Equipment described in the Primary Schedule, Lessee shall, as applicable, purchase the Addition or renew this Schedule for a Renewal Term of the same length as the Renewal Term of the Primary Schedule; and (b) If Lessee is required to pay Lessor the Lessor's Return with respect to the Primary Schedule, Lessee shall pay Lessor the Lessor's Return with respect to this Schedule.

Notwithstanding any terms to the contrary contained in the Agreement or this Schedule, the Equipment will be deemed irrevocably accepted by you upon Lessor's receipt of the Seller's invoice for charges related to the installation of the Equipment.

THIS TRANSACTION IS INTENDED TO BE A TRUE LEASE. THE TERMS AND CONDITIONS OF LESSEE'S FAIR MARKET VALUE PURCHASE OPTION, ITS FAIR RENTAL VALUE RENEWAL OPTION, AND OTHER IMPORTANT PROVISIONS ARE SET FORTH ON THE BACK OF THIS SCHEDULE.

Additional Provisions

Total This Page

\$225,432.22

SubTotal(s) from
Attached () Additional PagesTotal Purchase Price
(Sum of total prices including
installation/one-time charges)

\$225,432.22

Advance Rent
\$0.00Rental Payment
\$6,528.52

Equipment Location

3 Vandergraf Rd, Burlington, MA 01803

Rental Payment Period

monthly

Latest Commencement Date


6/30/2000


Lease Term (Months) 38

THIS SCHEDULE SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER EQUIPMENT LEASE AGREEMENT OR STANDARD LEASE AGREEMENT REFERENCED BY THE LEASE NUMBER SPECIFIED ABOVE (AGREEMENT) BY AND BETWEEN LESSEE OR ITS AFFILIATE, AS LESSEE, AND LESSOR OR ITS AFFILIATE, AS LESSOR, AND BY THE TERMS AND CONDITIONS SET FORTH ON THE FRONT AND BACK OF THIS SCHEDULE, WHICH IS LESSOR'S STANDARD FORM LTPF-TLS 12/98. PURSUANT TO SUCH TERMS AND CONDITIONS (WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS), LESSEE AGREES TO LEASE FROM LESSOR (AS SPECIFIED BELOW) AND LESSOR AGREES TO LEASE TO LESSEE THE ABOVE REFERENCED EQUIPMENT. IT IS UNDERSTOOD AND AGREED THAT THE TERMS AND CONDITIONS OF THIS SCHEDULE MAY BE DIFFERENT FROM THE TERMS AND CONDITIONS OF PRIOR SCHEDULES AND THAT ANY ASSIGNMENT OR TRANSFER OF THIS SCHEDULE BY LESSOR OR ANY ASSIGNEE SHALL NOT MATERIALLY CHANGE LESSEE'S OBLIGATIONS HEREUNDER. LESSEE AGREES THAT IF A COPY OF THIS SCHEDULE IS SIGNED BY IT AND THE FRONT OF THE COPY IS DELIVERED TO LESSOR BY FACSIMILE TRANSMISSION OR OTHERWISE, TO THE EXTENT ANY PROVISIONS ARE MISSING OR ILLEGIBLE OR CHANGED (AND NOT INITIALED BY BOTH PARTIES), THE TERMS AND CONDITIONS OF LESSOR'S FORM LTPF-TLS 12/98 IN USE ON THE DATE LESSOR RECEIVES THE COPY SIGNED BY LESSEE WILL BE THE TERMS AND CONDITIONS OF THE SCHEDULE. LESSEE REPRESENTS AND WARRANTS THAT IT SHALL LOOK ONLY TO THE SELLER FOR ANY AND ALL CLAIMS AND WARRANTIES RELATING TO THE EQUIPMENT AND THAT IT EITHER HAS REVIEWED, APPROVED AND RECEIVED A COPY OF THE APPLICABLE SUPPLY CONTRACT OR PURCHASE DOCUMENTS OR HAS BEEN INFORMED BY LESSOR THAT IT MAY HAVE RIGHTS UNDER THE SUPPLY CONTRACT OR PURCHASE DOCUMENTS AND MAY CONTACT SELLER FOR A DESCRIPTION OF SUCH RIGHTS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON LESSEE BY ARTICLE 2A OF THE UCC AND ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY THE LESSOR'S RIGHTS AS DESCRIBED IN THE AGREEMENT, THIS SCHEDULE OR ANY OTHER FUNDAMENTAL AGREEMENT (AS DEFINED IN THE AGREEMENT).

LESSEE: GENUITY SOLUTIONS, INC.

LESSOR: NEWCOURT COMMUNICATIONS
FINANCE CORPORATION

By: X 
Lessee Authorized Signature
Ira Parker, Chief Legal Counselor
Print Name and Title
6/30/00
Date

By: X 
Lessor Authorized Signature
Jean Cote, Account Manager
Print Name and Title
6/30/00
Date

Capitalized terms used in this Schedule that are not otherwise defined herein shall have the meanings ascribed to them in the Master Equipment Lease Agreement or Standard Lease Agreement (Agreement) identified by the Lease Number specified on the front of this Schedule. References in this Schedule to Total Purchase Price and Rental Payment shall mean the estimates thereof specified on the front of this Schedule, as they may be adjusted pursuant to the Agreement. With respect to the Equipment described on the front of this Schedule, the terms and conditions of this Schedule shall prevail over any conflicting or inconsistent terms and conditions in the Agreement and/or any amendments thereto entered into prior to the execution of this Schedule. Lessee must commence this lease on or before the date Lessor's pricing and credit approvals expire (Latest Commencement Date).

1. PURCHASE AND RENEWAL OPTIONS. (a) If no Event of Default exists and Lessee delivers to Lessor an irrevocable written election notice at least 90 days prior to the expiration of the Applicable Term, Lessee shall have the following purchase and renewal options: (i) Lessee may purchase all (but not less than all) of the Equipment at the end of the Applicable Term at Fair Market Value (as defined below); or (ii) Lessee may renew this Schedule for a Renewal Term of not less than 12 months to be agreed upon by Lessor and Lessee at Fair Rental Value (as defined below) if Lessor reasonably determines that no material adverse change in Lessee's business or financial condition has occurred since the beginning of the Term. If Lessee decides not to purchase the Equipment or renew this Schedule at the end of the Applicable Term, it shall provide Lessor with irrevocable written notice thereof at least 90 days prior to the expiration of the Applicable Term and return the Equipment to Lessor in accordance with the terms of the Agreement.

(b) If Lessee elects to purchase the Equipment, Lessee shall pay Lessor the Fair Market Value on or before the expiration of the Applicable Term and shall make all other payments required hereunder during the remaining Term. If Lessee elects to renew this Schedule, Lessee and Lessor shall enter into a supplement to this Schedule to confirm the applicable Fair Rental Value and the length of the applicable Renewal Term. Throughout the Renewal Term, Lessee shall pay Lessor the Fair Rental Value on the same date each period that the Rental Payment was due during the Initial Term.

(c) If Lessee fails to: (i) provide Lessor with the 90 day notice required above; or (ii) pay Lessor the Fair Market Value as specified above; or (iii) return the Equipment to Lessor in accordance with the terms of the Agreement, the Applicable Term shall be extended for an additional 3 month period and thereafter for successive one month periods until Lessee delivers the Equipment to Lessor in accordance with the Agreement or Lessor terminates this Schedule by 30 days' written notice to Lessee. If this Schedule is extended pursuant to the preceding sentence, Lessee shall continue to pay Lessor the periodic Rental Payments in effect prior to the expiration of the Applicable Term and all other provisions of the Agreement and this Schedule (including Lessee's purchase and renewal options) shall continue to apply.

(d) Fair Rental Value and Fair Market Value for the Equipment shall be determined by agreement of Lessor and Lessee, or, at Lessee's sole expense, by an independent appraiser selected by Lessor. Fair Rental Value means the periodic amount that would be payable for the Equipment in an arm's length transaction between an informed and willing lessee and an informed and willing lessor, neither under compulsion to lease. Fair Market Value means the total price that would be paid for the Equipment in an arm's length transaction between an informed and willing buyer (other than a used equipment dealer) under no compulsion to buy and an informed and willing seller under no compulsion to sell. In determining Fair Rental Value or Fair Market Value, the costs of removing the Equipment from the Equipment Location and moving it to a new location shall not be deducted from its value.

(e) If Lessee elects to purchase the Equipment and has completely fulfilled the terms and conditions of the Agreement and this Section 1, then on the last day of the Applicable Term: (i) this Schedule shall terminate and, except as provided in the Agreement, Lessee shall be relieved of all obligations under this Schedule; and (ii) Lessor shall transfer all of its interest in the Equipment to Lessee "AS IS, WHERE IS," and without any warranty, express or implied from Lessor, other than the absence of any liens or claims by, through, or under Lessor.

2. LESSOR'S RETURN. If the Agreement is a Master Equipment Lease Agreement and if it provides that Stipulated Loss Value is a component of Lessor's Return, for purposes of this Schedule the Stipulated Loss Value of the Equipment shall equal the sum of (i) an amount calculated by Lessor that is the present value (discounted at 5% per annum compounded monthly) of all Rental Payments from the date of the Loss or Event of Default in question to the originally anticipated date of expiration of the then existing term of this Schedule (whether it be the Initial Term or any Renewal Term (Applicable Term)); plus (ii) the present value (computed as described above and calculated by Lessor as of the date of the Loss or Event of Default in question) of the casualty value (determined as set forth below) of the Equipment. The casualty value of the Equipment shall be determined by multiplying the applicable Casualty Percentage (as specified below) by the Total Purchase Price. For purposes of this Schedule the applicable Casualty Percentage shall be (unless otherwise specified on the front of this Schedule) 65% for a Term of less than 36 months; 50% for a Term of 36 months or greater, but less than 48 months; 40% for a Term of 48 months or greater, but less than 60 months; 30% for a Term of 60 months or greater, but less than 72 months; and 20% for a Term of 72 months or greater. This Section is not applicable if the Agreement is a Standard Lease Agreement.

3. TAX BENEFITS. Lessee and Lessor intend that Lessor shall be entitled to all of the Federal and state tax benefits associated with the ownership of the Equipment, including but not limited to accelerated cost recovery deductions under sections 167(a) and 168(b) (1) of the Internal Revenue Code of 1986, as amended

(Code), and accelerated depreciation deductions under applicable state law (collectively, Tax Benefits). Lessee promises that at no time during the Term of this Schedule will Lessee (or any of its successors, sublessees or assigns) take any action or fail to take any action that would result in a loss, reduction, deferral, recapture or other unavailability to Lessor (or any consolidated group with which Lessor files tax returns) of any part of the Tax Benefits. Lessee also represents and warrants that neither Lessee, any of its affiliates, nor any of its successors, sublessees or assigns was, is or will become a tax-exempt entity described in section 168(h) (2) of the Code at any time during the Term of this Schedule or the five years preceding the Commencement Date.

4. SECURITY INTEREST. Lessor and Lessee intend the transaction described in this Schedule to be a true lease, and Lessee hereby authorizes Lessor to file a financing statement to give public notice of Lessor's ownership of the Equipment. If such transaction is deemed by a court of competent jurisdiction to be a lease intended for security, to secure payment and performance of Lessee's obligations under the Agreement and this Schedule, Lessee grants Lessor and its assigns a purchase money security interest in the Equipment and in all attachments, accessories, additions, substitutions, products, replacements, rentals and proceeds (including insurance proceeds) therefrom as well as a security interest in any other equipment financed pursuant to the Agreement or any other agreement between Lessor and Lessee (collectively, Collateral). Lessee shall execute and timely deliver to Lessor financing statements or any other documents Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. Lessor or Lessor's agent may file as a financing statement any lease document (or copy thereof, where permitted by law) Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. If Lessee fails to execute any such document, Lessor or Lessor's agent is hereby authorized to file any of the foregoing signed only by Lessor or Lessor's agent. LESSEE HEREBY APPOINTS LESSOR OR LESSOR'S DESIGNEE AS LESSEE'S ATTORNEY-IN-FACT TO EXECUTE AND FILE, ON LESSEE'S BEHALF, FINANCING STATEMENTS COVERING ANY EQUIPMENT SUBJECT TO THIS SCHEDULE OR THE AGREEMENT.

5. LEASING ADDITIONAL EQUIPMENT. Lessee may request Lessor to finance the costs of additional equipment (whether or not such items are additions to the Equipment) by sending Lessor a purchase order or by contacting us or the Seller by telephone or via a writing or an electronic or facsimile transmission. If the estimated total cost of such equipment (Additional Equipment) is \$25,000 or less and if Lessor agrees to provide such financing, Lessor shall signify its agreement by preparing and sending to Lessee a writing (Additional Lease) describing the Additional Equipment and specifying the amount and frequency of the Rental Payments, the Lease Term, the end of term options and such other terms and conditions that apply to such lease. LESSEE AGREES THAT IF THE LESSOR DOES NOT RECEIVE A WRITTEN OBJECTION TO THE ADDITIONAL LEASE FROM THE LESSEE WITHIN 10 DAYS AFTER THE DATE OF THE ADDITIONAL LEASE, LESSEE WILL BE DEEMED TO HAVE IRREVOCABLY ACCEPTED THE ADDITIONAL EQUIPMENT AND AGREED THAT, EXCEPT AS OTHERWISE SPECIFIED IN THE ADDITIONAL LEASE, SUCH ADDITIONAL LEASE SHALL BE GOVERNED BY ALL OF THE TERMS AND CONDITIONS OF THIS LEASE. If Lessee objects in the manner and within the timeframes described above, such Additional Lease shall be null and void and Lessee shall be responsible for fulfilling the obligations of the purchaser under the applicable Supply Contract or Purchase Documents.

6. ASSIGNMENT OF PURCHASE DOCUMENTS. Lessee hereby assigns to Lessor all of Lessee's right and interests in and to (a) the Equipment described in this Schedule and (b) any Purchase Documents (including any purchase order issued by Lessor as Lessee's agent) relating thereto. Except for the obligation to pay Seller for the Equipment if (and only if) the Equipment is accepted by Lessee pursuant to the Agreement, such assignment shall not include any of the obligations of the purchaser under the Purchase Documents and Lessee shall at all times remain liable to Seller to perform all of the duties and obligations of the purchaser under the Purchase Documents to the same extent as if an assignment had not occurred. Lessee shall obtain Seller's written consent to such assignment and written agreement that upon any return of the Equipment to Lessor, at no additional fee or charge Seller will either (y) grant Lessor any applicable license relating to the use of any software, technical information, confidential business information and other documentation (collectively, License) and permit Lessor to assign such License to any subsequent end-user of the Equipment; or (z) grant any subsequent end-user of the Equipment an applicable License, subject to Seller's then-current licensing provisions. Lessee shall at all times remain liable to Seller as the licensee under the License, and Lessor shall not have any obligation thereunder unless and until such License is provided to Lessor in accordance herewith.

7. FACSIMILES. IF A SIGNED COPY OF THIS SCHEDULE IS DELIVERED TO LESSOR BY FACSIMILE TRANSMISSION, IT WILL BE BINDING ON LESSEE. HOWEVER, LESSOR WILL NOT BE BOUND UNTIL IT ACCEPTS THE SCHEDULE BY MANUALLY SIGNING IT OR BY PURCHASING THE EQUIPMENT, WHICHEVER OCCURS FIRST. LESSEE WAIVES NOTICE OF LESSOR'S ACCEPTANCE AND WAIVES ITS RIGHT TO RECEIVE A COPY OF THE ACCEPTED SCHEDULE. IF LESSEE DELIVERS THIS SCHEDULE TO LESSOR BY FACSIMILE TRANSMISSION, LESSEE ACKNOWLEDGES THAT LESSOR IS RELYING ON LESSEE'S REPRESENTATION THAT THE SCHEDULE HAS NOT BEEN CHANGED. LESSEE AGREES THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS SCHEDULE, LESSOR MAY PRODUCE A COPY OF THE SCHEDULE TRANSMITTED TO IT BY FACSIMILE TRANSMISSION THAT HAS BEEN MANUALLY SIGNED BY LESSOR AND SUCH SIGNED COPY SHALL BE DEEMED TO BE THE ORIGINAL.

8. CHATTEL PAPER. If multiple copies of this Schedule are signed by Lessor and Lessee, only one copy of the Schedule shall be marked "Original" (Original), and all other copies shall be marked as, and shall be, duplicates. To the extent that this Schedule constitutes chattel paper (as such term is defined in the Uniform Commercial Code in effect in any applicable jurisdiction), no security interest therein may be created through the transfer or possession of any copy other than the Original.

LTPF-TLS 12/98

Product Finance



Lucent Technologies

LEASE SCHEDULE WITH FAIR MARKET VALUE PURCHASE OPTION

| | | | |
|--|--|--|--|
| LESSEE: GENUITY SOLUTIONS, INC. | | LESSOR: NEWCOURT COMMUNICATIONS FINANCE CORPORATION | |
| Address 150 Cambridge Park Drive | | Address 2 GATEHALL DRIVE PARSIPPANY, NJ 07054 | |
| City / State / Zip Cambridge, MA 02140 | | Lease Number e212580 | Schedule Number 01070 |
| SELLER: LUCENT TECHNOLOGIES INC. | | | Total Price Including Installation/C 1e-Time Charges |
| Description of Items to be Leased (the Equipment) | | | |
| <p><u>Lucent Definity G3r With Intuity Audix</u> and other related items, including any attachments, alterations, and additions thereto; any software license or rights; and any related documentation, all as may be more particularly described in the final invoice(s) from the Seller(s).</p> <p>Notwithstanding any terms to the contrary contained in the Agreement or this Schedule, the Equipment will be deemed irrevocably accepted by you upon Lessor's receipt of the Seller's invoice for charges related to the installation of the Equipment.</p> | | | |
| Additional Provisions | | Total This Page | |
| | | \$1,737,465.01 | |
| | | SubTotal(s) from Attached () Additional Pages | |
| | | Total Purchase Price (Sum of total prices including installation/one-time charges) | |
| | | \$1,737,465.01 | |
| | | Advance Rent \$31,587.11 | Rental Payment \$31,587.11 |
| Equipment Location 100 Metro North, Woburn, MA 01801 | | Rental Payment Period monthly | Latest Commencement Date 6/30/2000 |
| | | Lease Term (Months) 60 | |

THIS SCHEDULE SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER EQUIPMENT LEASE AGREEMENT OR STANDARD LEASE AGREEMENT REFERENCED BY THE LEASE NUMBER SPECIFIED ABOVE (AGREEMENT) BY AND BETWEEN LESSEE OR ITS AFFILIATE, AS LESSEE, AND LESSOR OR ITS AFFILIATE, AS LESSOR, AND BY THE TERMS AND CONDITIONS SET FORTH ON THE FRONT AND BACK OF THIS SCHEDULE, WHICH IS LESSOR'S STANDARD FORM LTPF-TLS 12/98, PURSUANT TO SUCH TERMS AND CONDITIONS (WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS), LESSEE AGREES TO LEASE FROM LESSOR (AS SPECIFIED BELOW) AND LESSOR AGREES TO LEASE TO LESSEE THE ABOVE REFERENCED EQUIPMENT. IT IS UNDERSTOOD AND AGREED THAT THE TERMS AND CONDITIONS OF THIS SCHEDULE MAY BE DIFFERENT FROM THE TERMS AND CONDITIONS OF PRIOR SCHEDULES AND THAT ANY ASSIGNMENT OR TRANSFER OF THIS SCHEDULE BY LESSOR OR ANY ASSIGNEE SHALL NOT MATERIALLY CHANGE LESSEE'S OBLIGATIONS HEREUNDER. LESSEE AGREES THAT IF A COPY OF THIS SCHEDULE IS SIGNED BY IT AND THE FRONT OF THE COPY IS DELIVERED TO LESSOR BY FACSIMILE TRANSMISSION OR OTHERWISE, TO THE EXTENT ANY PROVISIONS ARE MISSING OR ILLEGIBLE OR CHANGED (AND NOT INITIALED BY BOTH PARTIES), THE TERMS AND CONDITIONS OF LESSOR'S FORM LTPF-TLS 12/98 IN USE ON THE DATE LESSOR RECEIVES THE COPY SIGNED BY LESSEE WILL BE THE TERMS AND CONDITIONS OF THE SCHEDULE. LESSEE REPRESENTS AND WARRANTS THAT IT SHALL LOOK ONLY TO THE SELLER FOR ANY AND ALL CLAIMS AND WARRANTIES RELATING TO THE EQUIPMENT AND THAT IT EITHER HAS REVIEWED, APPROVED AND RECEIVED A COPY OF THE APPLICABLE SUPPLY CONTRACT OR PURCHASE DOCUMENTS OR HAS BEEN INFORMED BY LESSOR THAT IT MAY HAVE RIGHTS UNDER THE SUPPLY CONTRACT OR PURCHASE DOCUMENTS AND MAY CONTACT SELLER FOR A DESCRIPTION OF SUCH RIGHTS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON LESSEE BY ARTICLE 2A OF THE UCC AND ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY THE LESSOR'S RIGHTS AS DESCRIBED IN THE AGREEMENT, THIS SCHEDULE OR ANY OTHER FUNDAMENTAL AGREEMENT (AS DEFINED IN THE AGREEMENT).

LESSEE: GENUITY SOLUTIONS, INC.

By: X

Lessee Authorized Signature

IRA PARKER, Chief (Legal) Counselor

Print Name and Title

6-30-00

Date

LESSOR: NEWCOURT COMMUNICATIONS
FINANCE CORPORATION

By: X

Lessor Authorized Signature

Richard E. Klugherz, Director of Operations

Print Name and Title

7/31/2000

Date

Capitalized terms used in this Schedule that are otherwise defined herein shall have the meanings ascribed to them in the Master Equipment Lease Agreement or Standard Lease Agreement (Agreement) identified by the Lease Number specified on the front of this Schedule. References in this Schedule to Total Purchase Price and Rental Payment shall mean the estimates thereof specified on the front of this Schedule, as they may be adjusted pursuant to the Agreement. With respect to the Equipment described on the front of this Schedule, the terms and conditions of this Schedule shall prevail over any conflicting or inconsistent terms and conditions in the Agreement and/or any amendments thereto entered into prior to the execution of this Schedule. Lessee must commence this lease on or before the date Lessor's pricing and credit approvals expire (Latest Commencement Date).

1. PURCHASE AND RENEWAL OPTIONS. (a) If no Event of Default exists and Lessee delivers to Lessor an irrevocable written election notice at least 90 days prior to the expiration of the Applicable Term, Lessee shall have the following purchase and renewal options: (i) Lessee may purchase all (but not less than all) of the Equipment at the end of the Applicable Term at Fair Market Value (as defined below); or (ii) Lessee may renew this Schedule for a Renewal Term of not less than 12 months to be agreed upon by Lessor and Lessee at Fair Rental Value (as defined below) if Lessor reasonably determines that no material adverse change in Lessee's business or financial condition has occurred since the beginning of the Term. If Lessee decides not to purchase the Equipment or renew this Schedule at the end of the Applicable Term, it shall provide Lessor with irrevocable written notice thereof at least 90 days prior to the expiration of the Applicable Term and return the Equipment to Lessor in accordance with the terms of the Agreement.

(b) If Lessee elects to purchase the Equipment, Lessee shall pay Lessor the Fair Market Value on or before the expiration of the Applicable Term and shall make all other payments required hereunder during the remaining Term. If Lessee elects to renew this Schedule, Lessee and Lessor shall enter into a supplement to this Schedule to confirm the applicable Fair Rental Value and the length of the applicable Renewal Term. Throughout the Renewal Term, Lessee shall pay Lessor the Fair Rental Value on the same date each period that the Rental Payment was due during the Initial Term.

(c) If Lessee fails to: (i) provide Lessor with the 90 day notice required above; or (ii) pay Lessor the Fair Market Value as specified above; or (iii) return the Equipment to Lessor in accordance with the terms of the Agreement, the Applicable Term shall be extended for an additional 3 month period and thereafter for successive one month periods until Lessee delivers the Equipment to Lessor in accordance with the Agreement or Lessor terminates this Schedule by 30 days' written notice to Lessee. If this Schedule is extended pursuant to the preceding sentence, Lessee shall continue to pay Lessor the periodic Rental Payments in effect prior to the expiration of the Applicable Term and all other provisions of the Agreement and this Schedule (including Lessee's purchase and renewal options) shall continue to apply.

(d) Fair Rental Value and Fair Market Value for the Equipment shall be determined by agreement of Lessor and Lessee, or, at Lessee's sole expense, by an independent appraiser selected by Lessor. Fair Rental Value means the periodic amount that would be payable for the Equipment in an arm's length transaction between an informed and willing lessee and an informed and willing lessor, neither under compulsion to lease. Fair Market Value means the total price that would be paid for the Equipment in an arm's length transaction between an informed and willing buyer (other than a used equipment dealer) under no compulsion to buy and an informed and willing seller under no compulsion to sell. In determining Fair Rental Value or Fair Market Value, the costs of removing the Equipment from the Equipment Location and moving it to a new location shall not be deducted from its value.

(e) If Lessee elects to purchase the Equipment and has completely fulfilled the terms and conditions of the Agreement and this Section 1, then on the last day of the Applicable Term: (i) this Schedule shall terminate and, except as provided in the Agreement, Lessee shall be relieved of all obligations under this Schedule; and (ii) Lessor shall transfer all of its interest in the Equipment to Lessee "AS IS, WHERE IS," and without any warranty, express or implied from Lessor, other than the absence of any liens or claims by, through, or under Lessor.

2. LESSOR'S RETURN. If the Agreement is a Master Equipment Lease Agreement and if it provides that Stipulated Loss Value is a component of Lessor's Return, for purposes of this Schedule the Stipulated Loss Value of the Equipment shall equal the sum of (i) an amount calculated by Lessor that is the present value (discounted at 5% per annum compounded monthly) of all Rental Payments from the date of the Loss or Event of Default in question to the originally anticipated date of expiration of the then existing term of this Schedule (whether it be the Initial Term or any Renewal Term (Applicable Term)); plus (ii) the present value (computed as described above and calculated by Lessor as of the date of the Loss or Event of Default in question) of the casualty value (determined as set forth below) of the Equipment. The casualty value of the Equipment shall be determined by multiplying the applicable Casualty Percentage (as specified below) by the Total Purchase Price. For purposes of this Schedule the applicable Casualty Percentage shall be (unless otherwise specified on the front of this Schedule) 85% for a Term of less than 36 months; 60% for a Term of 36 months or greater, but less than 48 months; 40% for a Term of 48 months or greater, but less than 60 months; 30% for a Term of 60 months or greater, but less than 72 months; and 20% for a Term of 72 months or greater. This Section is not applicable if the Agreement is a Standard Lease Agreement.

3. TAX BENEFITS. Lessee and Lessor intend that Lessor shall be entitled to all of the Federal and state tax benefits associated with the ownership of the Equipment, including but not limited to accelerated cost recovery deductions under sections 167(a) and 168(b) (1) of the Internal Revenue Code of 1986, as amended

(Code), and accelerated depreciation deductions under applicable state law (collectively, Tax Benefits). Lessee promises that at no time during the Term of this Schedule will Lessee (or any of its successors, sublessees or assigns) take any action or fail to take any action that would result in a loss, reduction, deferral, recapture or other unavailability to Lessor (or any consolidated group with which Lessor files tax returns) of any part of the Tax Benefits. Lessee also represents and warrants that neither Lessee, any of its affiliates, nor any of its successors, sublessees or assigns was, is or will become a tax-exempt entity described in section 168(h) (2) of the Code at any time during the Term of this Schedule or the five years preceding the Commencement Date.

4. SECURITY INTEREST. Lessor and Lessee intend the transaction described in this Schedule to be a true lease, and Lessee hereby authorizes Lessor to file a financing statement to give public notice of Lessor's ownership of the Equipment. If such transaction is deemed by a court of competent jurisdiction to be a lease intended for security, to secure payment and performance of Lessee's obligations under the Agreement and this Schedule, Lessee grants Lessor and its assigns a purchase money security interest in the Equipment and in all attachments, accessories, additions, substitutions, products, replacements, rentals and proceeds (including insurance proceeds) therefrom as well as a security interest in any other equipment financed pursuant to the Agreement or any other agreement between Lessor and Lessee (collectively, Collateral). Lessee shall execute and timely deliver to Lessor financing statements or any other documents Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. Lessor or Lessor's agent may file as a financing statement any lease document (or copy thereof, where permitted by law) Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. If Lessee fails to execute any such document, Lessor or Lessor's agent is hereby authorized to file any of the foregoing signed only by Lessor or Lessor's agent. LESSEE HEREBY APPOINTS LESSOR OR LESSOR'S DESIGNEE AS LESSEE'S ATTORNEY-IN-FACT TO EXECUTE AND FILE, ON LESSEE'S BEHALF, FINANCING STATEMENTS COVERING ANY EQUIPMENT SUBJECT TO THIS SCHEDULE OR THE AGREEMENT.

5. LEASING ADDITIONAL EQUIPMENT. Lessee may request Lessor to finance the costs of additional equipment (whether or not such items are additions to the Equipment) by sending Lessor a purchase order or by contacting us or the Seller by telephone or via a writing or an electronic or facsimile transmission. If the estimated total cost of such equipment (Additional Equipment) is \$25,000 or less and if Lessor agrees to provide such financing, Lessor shall signify its agreement by preparing and sending to Lessee a writing (Additional Lease) describing the Additional Equipment and specifying the amount and frequency of the Rental Payments, the Lease Term, the end of term options and such other terms and conditions that apply to such lease. LESSEE AGREES THAT IF THE LESSOR DOES NOT RECEIVE A WRITTEN OBJECTION TO THE ADDITIONAL LEASE FROM THE LESSEE WITHIN 10 DAYS AFTER THE DATE OF THE ADDITIONAL LEASE, LESSEE WILL BE DEEMED TO HAVE IRREVOCABLY ACCEPTED THE ADDITIONAL EQUIPMENT AND AGREED THAT, EXCEPT AS OTHERWISE SPECIFIED IN THE ADDITIONAL LEASE, SUCH ADDITIONAL LEASE SHALL BE GOVERNED BY ALL OF THE TERMS AND CONDITIONS OF THIS LEASE. If Lessee objects in the manner and within the timeframes described above, such Additional Lease shall be null and void and Lessee shall be responsible for fulfilling the obligations of the purchaser under the applicable Supply Contract or Purchase Documents.

6. ASSIGNMENT OF PURCHASE DOCUMENTS. Lessee hereby assigns to Lessor all of Lessee's right and interests in and to (a) the Equipment described in this Schedule and (b) any Purchase Documents (including any purchase order issued by Lessor as Lessee's agent) relating thereto. Except for the obligation to pay Seller for the Equipment if (and only if) the Equipment is accepted by Lessee pursuant to the Agreement, such assignment shall not include any of the obligations of the purchaser under the Purchase Documents and Lessee shall at all times remain liable to Seller to perform all of the duties and obligations of the purchaser under the Purchase Documents to the same extent as if an assignment had not occurred. Lessee shall obtain Seller's written consent to such assignment and written agreement that upon any return of the Equipment to Lessor, at no additional fee or charge Seller will either (y) grant Lessor any applicable license relating to the use of any software, technical information, confidential business information and other documentation (collectively, License) and permit Lessor to assign such License to any subsequent end-user of the Equipment; or (z) grant any subsequent end-user of the Equipment an applicable License, subject to Seller's then-current licensing provisions. Lessee shall at all times remain liable to Seller as the licensee under the License, and Lessor shall not have any obligation thereunder unless and until such License is provided to Lessor in accordance herewith.

7. FACSIMILES. IF A SIGNED COPY OF THIS SCHEDULE IS DELIVERED TO LESSOR BY FACSIMILE TRANSMISSION, IT WILL BE BINDING ON LESSEE. HOWEVER, LESSOR WILL NOT BE BOUND UNTIL IT ACCEPTS THE SCHEDULE BY MANUALLY SIGNING IT OR BY PURCHASING THE EQUIPMENT, WHICHEVER OCCURS FIRST. LESSEE WAIVES NOTICE OF LESSOR'S ACCEPTANCE AND WAIVES ITS RIGHT TO RECEIVE A COPY OF THE ACCEPTED SCHEDULE. IF LESSEE DELIVERS THIS SCHEDULE TO LESSOR BY FACSIMILE TRANSMISSION, LESSEE ACKNOWLEDGES THAT LESSOR IS RELYING ON LESSEE'S REPRESENTATION THAT THE SCHEDULE HAS NOT BEEN CHANGED. LESSEE AGREES THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS SCHEDULE, LESSOR MAY PRODUCE A COPY OF THE SCHEDULE TRANSMITTED TO IT BY FACSIMILE TRANSMISSION THAT HAS BEEN MANUALLY SIGNED BY LESSOR AND SUCH SIGNED COPY SHALL BE DEEMED TO BE THE ORIGINAL.

8. CHATTEL PAPER. If multiple copies of this Schedule are signed by Lessor and Lessee, only one copy of the Schedule shall be marked "Original" (Original), and all other copies shall be marked as, and shall be, duplicates. To the extent that this Schedule constitutes chattel paper (as such term is defined in the Uniform Commercial Code in effect in any applicable jurisdiction), no security interest therein may be created through the transfer or possession of any copy other than the Original.

LTPF-TLS 12/98

Product Finance



Lucent Technologies

LEASE SCHEDULE WITH FAIR MARKET VALUE PURCHASE OPTION

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|---|--|--|---------------------------------------|
| LESSEE: GENUITY SOLUTIONS, INC. | | LESSOR: NEWCOURT COMMUNICATIONS FINANCE CORPORATION | |
| Address 150 Cambridge Park Drive | | Address 2 GATEHALL DRIVE PARSIPPANY, NJ 07054 | |
| City / State / Zip Cambridge, MA 02140 | | Lease Number e212580 | Schedule Number 01080 |
| SELLER: LUCENT TECHNOLOGIES INC. | | Total Price Including Installation/One-Time Charges | |
| Description of Items to be Leased (the Equipment) Lucent Definity Prologix With Intuity Audix and other related items, including any attachments, alterations, and additions thereto; any software license or rights; and any related documentation, all as may be more particularly described in the final invoice(s) from the Seller(s). Notwithstanding any terms to the contrary contained in the Agreement or this Schedule, the Equipment will be deemed irrevocably accepted by you upon Lessor's receipt of the Seller's invoice for charges related to the installation of the Equipment. | | | |
| THIS TRANSACTION IS INTENDED TO BE A TRUE LEASE, THE TERMS AND CONDITIONS OF LESSEE'S FAIR MARKET VALUE PURCHASE OPTION, ITS FAIR RENTAL VALUE RENEWAL OPTION, AND OTHER IMPORTANT PROVISIONS ARE SET FORTH ON THE BACK OF THIS SCHEDULE. | | Total This Page | \$114,946.79 |
| Additional Provisions | | SubTotal(s) from Attached () Additional Pages | |
| | | Total Purchase Price (Sum of total prices including installation/one-time charges) | \$114,946.79 |
| | | Advance Rent \$2,089.73 | Rental Payment \$2,089.73 |
| Equipment Location 9425 Se 36th, Mercer Island, WA 98040 | | Rental Payment Period monthly | Latest Commencement Date 6/30/2000 |
| | | Lease Term (Months) 60 | |

THIS SCHEDULE SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER EQUIPMENT LEASE AGREEMENT OR STANDARD LEASE AGREEMENT REFERENCED BY THE LEASE NUMBER SPECIFIED ABOVE (AGREEMENT) BY AND BETWEEN LESSEE OR ITS AFFILIATE, AS LESSEE, AND LESSOR OR ITS AFFILIATE, AS LESSOR, AND BY THE TERMS AND CONDITIONS SET FORTH ON THE FRONT AND BACK OF THIS SCHEDULE, WHICH IS LESSOR'S STANDARD FORM LTPF-TLS 1298. PURSUANT TO SUCH TERMS AND CONDITIONS (WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS), LESSEE AGREES TO LEASE FROM LESSOR (AS SPECIFIED BELOW) AND LESSOR AGREES TO LEASE TO LESSEE THE ABOVE REFERENCED EQUIPMENT. IT IS UNDERSTOOD AND AGREED THAT THE TERMS AND CONDITIONS OF THIS SCHEDULE MAY BE DIFFERENT FROM THE TERMS AND CONDITIONS OF PRIOR SCHEDULES AND THAT ANY ASSIGNMENT OR TRANSFER OF THIS SCHEDULE BY LESSOR OR ANY ASSIGNEE SHALL NOT MATERIALLY CHANGE LESSEE'S OBLIGATIONS HEREUNDER. LESSEE AGREES THAT IF A COPY OF THIS SCHEDULE IS SIGNED BY IT AND THE FRONT OF THE COPY IS DELIVERED TO LESSOR BY FACSIMILE TRANSMISSION OR OTHERWISE, TO THE EXTENT ANY PROVISIONS ARE MISSING OR ILLEGIBLE OR CHANGED (AND NOT INITIALED BY BOTH PARTIES), THE TERMS AND CONDITIONS OF LESSOR'S FORM LTPF-TLS 1298 IN USE ON THE DATE LESSOR RECEIVES THE COPY SIGNED BY LESSEE WILL BE THE TERMS AND CONDITIONS OF THE SCHEDULE. LESSEE REPRESENTS AND WARRANTS THAT IT SHALL LOOK ONLY TO THE SELLER FOR ANY AND ALL CLAIMS AND WARRANTIES RELATING TO THE EQUIPMENT AND THAT IT EITHER HAS REVIEWED, APPROVED AND RECEIVED A COPY OF THE APPLICABLE SUPPLY CONTRACT OR PURCHASE DOCUMENTS OR HAS BEEN INFORMED BY LESSOR THAT IT MAY HAVE RIGHTS UNDER THE SUPPLY CONTRACT OR PURCHASE DOCUMENTS AND MAY CONTACT SELLER FOR A DESCRIPTION OF SUCH RIGHTS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON LESSEE BY ARTICLE 2A OF THE UCC AND ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY THE LESSOR'S RIGHTS AS DESCRIBED IN THE AGREEMENT, THIS SCHEDULE OR ANY OTHER FUNDAMENTAL AGREEMENT (AS DEFINED IN THE AGREEMENT).

LESSEE: GENUITY SOLUTIONS, INC.

By: X
 Lessee Authorized Signature
 Ira Parker, Chief Legal Counselor
 Print Name and Title
 6/30/00
 Date

**LESSOR: NEWCOURT COMMUNICATIONS
FINANCE CORPORATION**

By: X
 Lessor Authorized Signature
 Jean Cote, Account Manager
 Print Name and Title
 6/30/00
 Date

Capitalized terms used in this Schedule that are not otherwise defined herein shall have the meanings ascribed to them in the Master Equipment Lease Agreement or Standard Lease Agreement (Agreement) identified by the Lease Number specified on the front of this Schedule. References in this Schedule to Total Purchase Price and Rental Payment shall mean the estimates thereof specified on the front of this Schedule, as they may be adjusted pursuant to the Agreement. With respect to the Equipment described on the front of this Schedule, the terms and conditions of this Schedule shall prevail over any conflicting or inconsistent terms and conditions in the Agreement and/or any amendments thereto entered into prior to the execution of this Schedule. Lessee must commence this lease on or before the date Lessor's pricing and credit approvals expire (Latest Commencement Date).

1. PURCHASE AND RENEWAL OPTIONS. (a) If no Event of Default exists and Lessee delivers to Lessor an irrevocable written election notice at least 90 days prior to the expiration of the Applicable Term, Lessee shall have the following purchase and renewal options: (i) Lessee may purchase all (but not less than all) of the Equipment at the end of the Applicable Term at Fair Market Value (as defined below); or (ii) Lessee may renew this Schedule for a Renewal Term of not less than 12 months to be agreed upon by Lessor and Lessee at Fair Rental Value (as defined below) if Lessor reasonably determines that no material adverse change in Lessee's business or financial condition has occurred since the beginning of the Term. If Lessee decides not to purchase the Equipment or renew this Schedule at the end of the Applicable Term, it shall provide Lessor with irrevocable written notice thereof at least 90 days prior to the expiration of the Applicable Term and return the Equipment to Lessor in accordance with the terms of the Agreement.

(b) If Lessee elects to purchase the Equipment, Lessee shall pay Lessor the Fair Market Value on or before the expiration of the Applicable Term and shall make all other payments required hereunder during the remaining Term. If Lessee elects to renew this Schedule, Lessee and Lessor shall enter into a supplement to this Schedule to confirm the applicable Fair Rental Value and the length of the applicable Renewal Term. Throughout the Renewal Term, Lessee shall pay Lessor the Fair Rental Value on the same date each period that the Rental Payment was due during the initial Term.

(c) If Lessee fails to: (i) provide Lessor with the 90 day notice required above; or (ii) pay Lessor the Fair Market Value as specified above; or (iii) return the Equipment to Lessor in accordance with the terms of the Agreement, the Applicable Term shall be extended for an additional 3 month period and thereafter for successive one month periods until Lessee delivers the Equipment to Lessor in accordance with the Agreement or Lessor terminates this Schedule by 30 days' written notice to Lessee. If this Schedule is extended pursuant to the preceding sentence, Lessee shall continue to pay Lessor the periodic Rental Payments in effect prior to the expiration of the Applicable Term and all other provisions of the Agreement and this Schedule (including Lessee's purchase and renewal options) shall continue to apply.

(d) Fair Rental Value and Fair Market Value for the Equipment shall be determined by agreement of Lessor and Lessee, or, at Lessee's sole expense, by an independent appraiser selected by Lessor. Fair Rental Value means the periodic amount that would be payable for the Equipment in an arm's length transaction between an informed and willing lessee and an informed and willing lessor, neither under compulsion to lease. Fair Market Value means the total price that would be paid for the Equipment in an arm's length transaction between an informed and willing buyer (other than a used equipment dealer) under no compulsion to buy and an informed and willing seller under no compulsion to sell. In determining Fair Rental Value or Fair Market Value, the costs of removing the Equipment from the Equipment Location and moving it to a new location shall not be deducted from its value.

(e) If Lessee elects to purchase the Equipment and has completely fulfilled the terms and conditions of the Agreement and this Section 1, then on the last day of the Applicable Term: (i) this Schedule shall terminate and, except as provided in the Agreement, Lessee shall be relieved of all obligations under this Schedule; and (ii) Lessor shall transfer all of its interest in the Equipment to Lessee "AS IS, WHERE IS," and without any warranty, express or implied from Lessor, other than the absence of any liens or claims by, through, or under Lessor.

2. LESSOR'S RETURN. If the Agreement is a Master Equipment Lease Agreement and if it provides that Stipulated Loss Value is a component of Lessor's Return, for purposes of this Schedule the Stipulated Loss Value of the Equipment shall equal the sum of (i) an amount calculated by Lessor that is the present value (discounted at 5% per annum compounded monthly) of all Rental Payments from the date of the Loss or Event of Default in question to the originally anticipated date of expiration of the then existing term of this Schedule (whether it be the Initial Term or any Renewal Term (Applicable Term)); plus (ii) the present value (computed as described above and calculated by Lessor as of the date of the Loss or Event of Default in question) of the casualty value (determined as set forth below) of the Equipment. The casualty value of the Equipment shall be determined by multiplying the applicable Casualty Percentage (as specified below) by the Total Purchase Price. For purposes of this Schedule the applicable Casualty Percentage shall be (unless otherwise specified on the front of this Schedule) 85% for a Term of less than 36 months; 50% for a Term of 36 months or greater, but less than 48 months; 40% for a Term of 48 months or greater, but less than 60 months; 30% for a Term of 60 months or greater, but less than 72 months; and 20% for a Term of 72 months or greater. This Section is not applicable if the Agreement is a Standard Lease Agreement.

3. TAX BENEFITS. Lessee and Lessor intend that Lessor shall be entitled to all of the Federal and state tax benefits associated with the ownership of the Equipment, including but not limited to accelerated cost recovery deductions under sections 167(a) and 168(b) (1) of the Internal Revenue Code of 1986, as amended

(Code), and accelerated depreciation deductions under applicable state law (collectively, Tax Benefits). Lessee promises that at no time during the Term of this Schedule will Lessee (or any of its successors, sublessees or assigns) take any action or fail to take any action that would result in a loss, reduction, deferral, recapture or other unavailability to Lessor (or any consolidated group with which Lessor files tax returns) of any part of the Tax Benefits. Lessee also represents and warrants that neither Lessee, any of its affiliates, nor any of its successors, sublessees or assigns was, is or will become a tax-exempt entity described in section 168(h) (2) of the Code at any time during the Term of this Schedule or the five years preceding the Commencement Date.

4. SECURITY INTEREST. Lessor and Lessee intend the transaction described in this Schedule to be a true lease, and Lessee hereby authorizes Lessor to file a financing statement to give public notice of Lessor's ownership of the Equipment. If such transaction is deemed by a court of competent jurisdiction to be a lease intended for security, to secure payment and performance of Lessee's obligations under the Agreement and this Schedule, Lessee grants Lessor and its assigns a purchase money security interest in the Equipment and in all attachments, accessories, additions, substitutions, products, replacements, rentals and proceeds (including insurance proceeds) therefrom as well as a security interest in any other equipment financed pursuant to the Agreement or any other agreement between Lessor and Lessee (collectively, Collateral). Lessee shall execute and timely deliver to Lessor financing statements or any other documents Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. Lessor or Lessor's agent may file as a financing statement any lease document (or copy thereof, where permitted by law) Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. If Lessee fails to execute any such document, Lessor or Lessor's agent is hereby authorized to file any of the foregoing signed only by Lessor or Lessor's agent. LESSEE HEREBY APPOINTS LESSOR OR LESSOR'S DESIGNEE AS LESSEE'S ATTORNEY-IN-FACT TO EXECUTE AND FILE, ON LESSEE'S BEHALF, FINANCING STATEMENTS COVERING ANY EQUIPMENT SUBJECT TO THIS SCHEDULE OR THE AGREEMENT.

5. LEASING ADDITIONAL EQUIPMENT. Lessee may request Lessor to finance the costs of additional equipment (whether or not such items are additions to the Equipment) by sending Lessor a purchase order or by contacting us or the Seller by telephone or via a writing or an electronic or facsimile transmission. If the estimated total cost of such equipment (Additional Equipment) is \$25,000 or less and if Lessor agrees to provide such financing, Lessor shall signify its agreement by preparing and sending to Lessee a writing (Additional Lease) describing the Additional Equipment and specifying the amount and frequency of the Rental Payments, the Lease Term, the end of term options and such other terms and conditions that apply to such lease. LESSEE AGREES THAT IF THE LESSOR DOES NOT RECEIVE A WRITTEN OBJECTION TO THE ADDITIONAL LEASE FROM THE LESSEE WITHIN 10 DAYS AFTER THE DATE OF THE ADDITIONAL LEASE, LESSEE WILL BE DEEMED TO HAVE IRREVOCABLY ACCEPTED THE ADDITIONAL EQUIPMENT AND AGREED THAT, EXCEPT AS OTHERWISE SPECIFIED IN THE ADDITIONAL LEASE, SUCH ADDITIONAL LEASE SHALL BE GOVERNED BY ALL OF THE TERMS AND CONDITIONS OF THIS LEASE. If Lessee objects in the manner and within the timeframes described above, such Additional Lease shall be null and void and Lessee shall be responsible for fulfilling the obligations of the purchaser under the applicable Supply Contract or Purchase Documents.

6. ASSIGNMENT OF PURCHASE DOCUMENTS. Lessee hereby assigns to Lessor all of Lessee's right and interests in and to (a) the Equipment described in this Schedule and (b) any Purchase Documents (including any purchase order issued by Lessor as Lessee's agent) relating thereto. Except for the obligation to pay Seller for the Equipment if (and only if) the Equipment is accepted by Lessee pursuant to the Agreement, such assignment shall not include any of the obligations of the purchaser under the Purchase Documents and Lessee shall at all times remain liable to Seller to perform all of the duties and obligations of the purchaser under the Purchase Documents to the same extent as if an assignment had not occurred. Lessee shall obtain Seller's written consent to such assignment and written agreement that upon any return of the Equipment to Lessor, at no additional fee or charge Seller will either (i) grant Lessor any applicable license relating to the use of any software, technical information, confidential business information and other documentation (collectively, License) and permit Lessor to assign such License to any subsequent end-user of the Equipment; or (ii) grant any subsequent end-user of the Equipment an applicable License, subject to Seller's then-current licensing provisions. Lessee shall at all times remain liable to Seller as the licensee under the License, and Lessor shall not have any obligation thereunder unless and until such License is provided to Lessor in accordance herewith.

7. FACSIMILES. IF A SIGNED COPY OF THIS SCHEDULE IS DELIVERED TO LESSOR BY FACSIMILE TRANSMISSION, IT WILL BE BINDING ON LESSEE. HOWEVER, LESSOR WILL NOT BE BOUND UNTIL IT ACCEPTS THE SCHEDULE BY MANUALLY SIGNING IT OR BY PURCHASING THE EQUIPMENT, WHICHEVER OCCURS FIRST. LESSEE WAIVES NOTICE OF LESSOR'S ACCEPTANCE AND WAIVES ITS RIGHT TO RECEIVE A COPY OF THE ACCEPTED SCHEDULE. IF LESSEE DELIVERS THIS SCHEDULE TO LESSOR BY FACSIMILE TRANSMISSION, LESSEE ACKNOWLEDGES THAT LESSOR IS RELYING ON LESSEE'S REPRESENTATION THAT THE SCHEDULE HAS NOT BEEN CHANGED. LESSEE AGREES THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS SCHEDULE, LESSOR MAY PRODUCE A COPY OF THE SCHEDULE TRANSMITTED TO IT BY FACSIMILE TRANSMISSION THAT HAS BEEN MANUALLY SIGNED BY LESSOR AND SUCH SIGNED COPY SHALL BE DEEMED TO BE THE ORIGINAL.

8. CHATTEL PAPER. If multiple copies of this Schedule are signed by Lessor and Lessee, only one copy of the Schedule shall be marked "Original" (Original), and all other copies shall be marked as, and shall be, duplicates. To the extent that this Schedule constitutes chattel paper (as such term is defined in the Uniform Commercial Code in effect in any applicable jurisdiction), no security interest therein may be created through the transfer or possession of any copy other than the Original.

LTPF - TLS 12/98

Product Finance

LEASE SCHEDULE WITH FAIR MARKET VALUE PURCHASE OPTION

Lucent Technologies

LESSEE: GENUITY SOLUTIONS, INC.

LESSOR: NEWCOURT COMMUNICATIONS
FINANCE CORPORATIONAddress
150 Cambridge Park DriveAddress
2 GATEHALL DRIVE
PARSIPPANY, NJ 07054City / State / Zip
Cambridge, MA 02140Lease Number
#212580Schedule Number
01090

SELLER: LUCENT TECHNOLOGIES INC.

Total Price including
Installation/One-Time
Charges

Description of Items to be Leased (the Equipment)

Lucent Definity Prologix With Intuity Audix and other related items, including any attachments, alterations, and additions thereto; any software license or rights; and any related documentation, all as may be more particularly described in the final invoice(s) from the Seller(s).

IL Tax of \$6625.37 is included in the Total Purchase Price.

Notwithstanding any terms to the contrary contained in the Agreement or this Schedule, the Equipment will be deemed irrevocably accepted by you upon Lessor's receipt of the Seller's invoice for charges related to the installation of the Equipment.

THIS TRANSACTION IS INTENDED TO BE A TRUE LEASE. THE TERMS AND CONDITIONS OF LESSEE'S FAIR MARKET VALUE PURCHASE OPTION, ITS FAIR RENTAL VALUE RENEWAL OPTION, AND OTHER IMPORTANT PROVISIONS ARE SET FORTH ON THE BACK OF THIS SCHEDULE.

Additional Provisions

Total This Page \$132,332.59

SubTotal(s) from
Attached () Additional PagesTotal Purchase Price
(Sum of total prices including
installation/one-time charges) \$132,332.59Advance Rent
\$2,405.81Rental Payment
\$2,405.81Equipment Location
8725 Higgins Rd Ste 555, Rosemont, IL 60018Rental Payment Period
monthlyLatest Commencement Date
6/30/2000

Lease Term (Months) 60

THIS SCHEDULE SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER EQUIPMENT LEASE AGREEMENT OR STANDARD LEASE AGREEMENT REFERENCED BY THE LEASE NUMBER SPECIFIED ABOVE (AGREEMENT) BY AND BETWEEN LESSEE OR ITS AFFILIATE, AS LESSEE, AND LESSOR OR ITS AFFILIATE, AS LESSOR, AND BY THE TERMS AND CONDITIONS SET FORTH ON THE FRONT AND BACK OF THIS SCHEDULE, WHICH IS LESSOR'S STANDARD FORM LTPF-TLS 12/98. PURSUANT TO SUCH TERMS AND CONDITIONS (WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS), LESSEE AGREES TO LEASE FROM LESSOR (AS SPECIFIED BELOW) AND LESSOR AGREES TO LEASE TO LESSEE THE ABOVE REFERENCED EQUIPMENT. IT IS UNDERSTOOD AND AGREED THAT THE TERMS AND CONDITIONS OF THIS SCHEDULE MAY BE DIFFERENT FROM THE TERMS AND CONDITIONS OF PRIOR SCHEDULES AND THAT ANY ASSIGNMENT OR TRANSFER OF THIS SCHEDULE BY LESSOR OR ANY ASSIGNEE SHALL NOT MATERIALLY CHANGE LESSEE'S OBLIGATIONS HEREUNDER. LESSEE AGREES THAT IF A COPY OF THIS SCHEDULE IS SIGNED BY IT AND THE FRONT OF THE COPY IS DELIVERED TO LESSOR BY FACSIMILE TRANSMISSION OR OTHERWISE, TO THE EXTENT ANY PROVISIONS ARE MISSING OR ILLEGIBLE OR CHANGED (AND NOT INITIALED BY BOTH PARTIES), THE TERMS AND CONDITIONS OF LESSOR'S FORM LTPF-TLS 12/98 IN USE ON THE DATE LESSOR RECEIVES THE COPY SIGNED BY LESSEE WILL BE THE TERMS AND CONDITIONS OF THE SCHEDULE. LESSEE REPRESENTS AND WARRANTS THAT IT SHALL LOOK ONLY TO THE SELLER FOR ANY AND ALL CLAIMS AND WARRANTIES RELATING TO THE EQUIPMENT AND THAT IT EITHER HAS REVIEWED, APPROVED AND RECEIVED A COPY OF THE APPLICABLE SUPPLY CONTRACT OR PURCHASE DOCUMENTS OR HAS BEEN INFORMED BY LESSOR THAT IT MAY HAVE RIGHTS UNDER THE SUPPLY CONTRACT OR PURCHASE DOCUMENTS AND MAY CONTACT SELLER FOR A DESCRIPTION OF SUCH RIGHTS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON LESSEE BY ARTICLE 2A OF THE UCC AND ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY THE LESSOR'S RIGHTS AS DESCRIBED IN THE AGREEMENT, THIS SCHEDULE OR ANY OTHER FUNDAMENTAL AGREEMENT (AS DEFINED IN THE AGREEMENT).

LESSEE: GENUITY SOLUTIONS, INC.

LESSOR: NEWCOURT COMMUNICATIONS
FINANCE CORPORATION

By: X

Lessee Authorized Signature

Ira Parker, Chief Legal Counselor

Print Name and Title

6/30/00

Date

By: X

Lessor Authorized Signature

Jean Cate Account Manager

Date

Capitalized terms used in this Schedule that are not otherwise defined herein shall have the meanings ascribed to them in the Master Equipment Lease Agreement or Standard Lease Agreement (Agreement) identified by the Lease Number specified on the front of this Schedule. References in this Schedule to Total Purchase Price and Rental Payment shall mean the estimates thereof specified on the front of this Schedule, as they may be adjusted pursuant to the Agreement. With respect to the Equipment described on the front of this Schedule, the terms and conditions of this Schedule shall prevail over any conflicting or inconsistent terms and conditions in the Agreement and/or any amendments thereto entered into prior to the execution of this Schedule. Lessee must commence this lease on or before the date Lessor's pricing and credit approvals expire (Latest Commencement Date).

1. PURCHASE AND RENEWAL OPTIONS. (a) If no Event of Default exists and Lessee delivers to Lessor an irrevocable written election notice at least 90 days prior to the expiration of the Applicable Term, Lessee shall have the following purchase and renewal options: (i) Lessee may purchase all (but not less than all) of the Equipment at the end of the Applicable Term at Fair Market Value (as defined below); or (ii) Lessee may renew this Schedule for a Renewal Term of not less than 12 months to be agreed upon by Lessor and Lessee at Fair Rental Value (as defined below) if Lessor reasonably determines that no material adverse change in Lessee's business or financial condition has occurred since the beginning of the Term. If Lessee decides not to purchase the Equipment or renew this Schedule at the end of the Applicable Term, it shall provide Lessor with irrevocable written notice thereof at least 90 days prior to the expiration of the Applicable Term and return the Equipment to Lessor in accordance with the terms of the Agreement.

(b) If Lessee elects to purchase the Equipment, Lessee shall pay Lessor the Fair Market Value on or before the expiration of the Applicable Term and shall make all other payments required hereunder during the remaining Term. If Lessee elects to renew this Schedule, Lessee and Lessor shall enter into a supplement to this Schedule to confirm the applicable Fair Rental Value and the length of the applicable Renewal Term. Throughout the Renewal Term, Lessee shall pay Lessor the Fair Rental Value on the same date each period that the Rental Payment was due during the Initial Term.

(c) If Lessee fails to: (i) provide Lessor with the 90 day notice required above; or (ii) pay Lessor the Fair Market Value as specified above; or (iii) return the Equipment to Lessor in accordance with the terms of the Agreement, the Applicable Term shall be extended for an additional 3 month period and thereafter for successive one month periods until Lessee delivers the Equipment to Lessor in accordance with the Agreement or Lessor terminates this Schedule by 30 days' written notice to Lessee. If this Schedule is extended pursuant to the preceding sentence, Lessee shall continue to pay Lessor the periodic Rental Payments in effect prior to the expiration of the Applicable Term and all other provisions of the Agreement and this Schedule (including Lessee's purchase and renewal options) shall continue to apply.

(d) Fair Rental Value and Fair Market Value for the Equipment shall be determined by agreement of Lessor and Lessee, or, at Lessee's sole expense, by an independent appraiser selected by Lessor. Fair Rental Value means the periodic amount that would be payable for the Equipment in an arm's length transaction between an informed and willing lessee and an informed and willing lessor, neither under compulsion to lease. Fair Market Value means the total price that would be paid for the Equipment in an arm's length transaction between an informed and willing buyer (other than a used equipment dealer) under no compulsion to buy and an informed and willing seller under no compulsion to sell. In determining Fair Rental Value or Fair Market Value, the costs of removing the Equipment from the Equipment Location and moving it to a new location shall not be deducted from its value.

(e) If Lessee elects to purchase the Equipment and has completely fulfilled the terms and conditions of the Agreement and this Section 1, then on the last day of the Applicable Term: (i) this Schedule shall terminate and, except as provided in the Agreement, Lessee shall be relieved of all obligations under this Schedule; and (ii) Lessor shall transfer all of its interest in the Equipment to Lessee "AS IS, WHERE IS," and without any warranty, express or implied from Lessor, other than the absence of any liens or claims by, through, or under Lessor.

2. LESSOR'S RETURN. If the Agreement is a Master Equipment Lease Agreement and if it provides that Stipulated Loss Value is a component of Lessor's Return, for purposes of this Schedule the Stipulated Loss Value of the Equipment shall equal the sum of (i) an amount calculated by Lessor that is the present value (discounted at 5% per annum compounded monthly) of all Rental Payments from the date of the Loss or Event of Default in question to the originally anticipated date of expiration of the then existing term of this Schedule (whether it be the Initial Term or any Renewal Term (Applicable Term)); plus (ii) the present value (computed as described above and calculated by Lessor as of the date of the Loss or Event of Default in question) of the casualty value (determined as set forth below) of the Equipment. The casualty value of the Equipment shall be determined by multiplying the applicable Casualty Percentage (as specified below) by the Total Purchase Price. For purposes of this Schedule the applicable Casualty Percentage shall be (unless otherwise specified on the front of this Schedule) 65% for a Term of less than 36 months; 50% for a Term of 36 months or greater, but less than 48 months; 40% for a Term of 48 months or greater, but less than 60 months; 30% for a Term of 60 months or greater, but less than 72 months; and 20% for a Term of 72 months or greater. This Section is not applicable if the Agreement is a Standard Lease Agreement.

3. TAX BENEFITS. Lessee and Lessor intend that Lessor shall be entitled to all of the Federal and state tax benefits associated with the ownership of the Equipment, including but not limited to accelerated cost recovery deductions under sections 167(a) and 168(b) (1) of the Internal Revenue Code of 1986, as amended

(Code), and accelerated depreciation deductions under applicable state law (collectively, Tax Benefits). Lessee promises that at no time during the Term of this Schedule will Lessee (or any of its successors, sublessees or assigns) take any action or fail to take any action that would result in a loss, reduction, deferral, recapture or other unavailability to Lessor (or any consolidated group with which Lessor files tax returns) of any part of the Tax Benefits. Lessee also represents and warrants that neither Lessee, any of its affiliates, nor any of its successors, sublessees or assigns was, is or will become a tax-exempt entity described in section 186(h) (2) of the Code at any time during the Term of this Schedule or the five years preceding the Commencement Date.

4. SECURITY INTEREST. Lessor and Lessee intend the transaction described in this Schedule to be a true lease, and Lessee hereby authorizes Lessor to file a financing statement to give public notice of Lessor's ownership of the Equipment. If such transaction is deemed by a court of competent jurisdiction to be a lease intended for security, to secure payment and performance of Lessee's obligations under the Agreement and this Schedule, Lessee grants Lessor and its assigns a purchase money security interest in the Equipment and in all attachments, accessories, additions, substitutions, products, replacements, rentals and proceeds (including insurance proceeds) therefrom as well as a security interest in any other equipment financed pursuant to the Agreement or any other agreement between Lessor and Lessee (collectively, Collateral). Lessee shall execute and timely deliver to Lessor financing statements or any other documents Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. Lessor or Lessor's agent may file as a financing statement any lease document (or copy thereof, where permitted by law) Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. If Lessee fails to execute any such document, Lessor or Lessor's agent is hereby authorized to file any of the foregoing signed only by Lessor or Lessor's agent. LESSEE HEREBY APPOINTS LESSOR OR LESSOR'S DESIGNEE AS LESSEE'S ATTORNEY-IN-FACT TO EXECUTE AND FILE, ON LESSEE'S BEHALF, FINANCING STATEMENTS COVERING ANY EQUIPMENT SUBJECT TO THIS SCHEDULE OR THE AGREEMENT.

5. LEASING ADDITIONAL EQUIPMENT. Lessee may request Lessor to finance the costs of additional equipment (whether or not such items are additions to the Equipment) by sending Lessor a purchase order or by contacting us or the Seller by telephone or via a writing or an electronic or facsimile transmission. If the estimated total cost of such equipment (Additional Equipment) is \$25,000 or less and if Lessor agrees to provide such financing, Lessor shall signify its agreement by preparing and sending to Lessee a writing (Additional Lease) describing the Additional Equipment and specifying the amount and frequency of the Rental Payments, the Lease Term, the end of term options and such other terms and conditions that apply to such lease. LESSEE AGREES THAT IF THE LESSOR DOES NOT RECEIVE A WRITTEN OBJECTION TO THE ADDITIONAL LEASE FROM THE LESSEE WITHIN 10 DAYS AFTER THE DATE OF THE ADDITIONAL LEASE, LESSEE WILL BE DEEMED TO HAVE IRREVOCABLY ACCEPTED THE ADDITIONAL EQUIPMENT AND AGREED THAT, EXCEPT AS OTHERWISE SPECIFIED IN THE ADDITIONAL LEASE, SUCH ADDITIONAL LEASE SHALL BE GOVERNED BY ALL OF THE TERMS AND CONDITIONS OF THIS LEASE. If Lessee objects in the manner and within the timeframes described above, such Additional Lease shall be null and void and Lessee shall be responsible for fulfilling the obligations of the purchaser under the applicable Supply Contract or Purchase Documents.

6. ASSIGNMENT OF PURCHASE DOCUMENTS. Lessee hereby assigns to Lessor all of Lessee's right and interests in and to (a) the Equipment described in this Schedule and (b) any Purchase Documents (including any purchase order issued by Lessor as Lessee's agent) relating thereto. Except for the obligation to pay Seller for the Equipment if (and only if) the Equipment is accepted by Lessee pursuant to the Agreement, such assignment shall not include any of the obligations of the purchaser under the Purchase Documents and Lessee shall at all times remain liable to Seller to perform all of the duties and obligations of the purchaser under the Purchase Documents to the same extent as if an assignment had not occurred. Lessee shall obtain Seller's written consent to such assignment and written agreement that upon any return of the Equipment to Lessor, at no additional fee or charge Seller will either (y) grant Lessor any applicable license relating to the use of any software, technical information, confidential business information and other documentation (collectively, License) and permit Lessor to assign such License to any subsequent end-user of the Equipment; or (z) grant any subsequent end-user of the Equipment an applicable License, subject to Seller's then-current licensing provisions. Lessee shall at all times remain liable to Seller as the licensee under the License, and Lessor shall not have any obligation thereunder unless and until such License is provided to Lessor in accordance herewith.

7. FACSIMILES. IF A SIGNED COPY OF THIS SCHEDULE IS DELIVERED TO LESSOR BY FACSIMILE TRANSMISSION, IT WILL BE BINDING ON LESSEE. HOWEVER, LESSOR WILL NOT BE BOUND UNTIL IT ACCEPTS THE SCHEDULE BY MANUALLY SIGNING IT OR BY PURCHASING THE EQUIPMENT, WHICHEVER OCCURS FIRST. LESSEE WAIVES NOTICE OF LESSOR'S ACCEPTANCE AND WAIVES ITS RIGHT TO RECEIVE A COPY OF THE ACCEPTED SCHEDULE. IF LESSEE DELIVERS THIS SCHEDULE TO LESSOR BY FACSIMILE TRANSMISSION, LESSEE ACKNOWLEDGES THAT LESSOR IS RELYING ON LESSEE'S REPRESENTATION THAT THE SCHEDULE HAS NOT BEEN CHANGED. LESSEE AGREES THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS SCHEDULE, LESSOR MAY PRODUCE A COPY OF THE SCHEDULE TRANSMITTED TO IT BY FACSIMILE TRANSMISSION THAT HAS BEEN MANUALLY SIGNED BY LESSOR AND SUCH SIGNED COPY SHALL BE DEEMED TO BE THE ORIGINAL.

8. CHATTEL PAPER. If multiple copies of this Schedule are signed by Lessor and Lessee, only one copy of the Schedule shall be marked "Original" (Original), and all other copies shall be marked as, and shall be, duplicates. To the extent that this Schedule constitutes chattel paper (as such term is defined in the Uniform Commercial Code in effect in any applicable jurisdiction), no security interest therein may be created through the transfer or possession of any copy other than the Original.

LTPF - TLS 12/98

Product Finance

LEASE SCHEDULE WITH FAIR MARKET VALUE PURCHASE OPTION



Lucent Technologies

| | | | |
|---|--|--|--------------------------|
| LESSEE: BBN CORPORATION | | LESSOR: NEWCOURT COMMUNICATIONS FINANCE CORPORATION | |
| Address 150 Cambridge Park Drive | | Address 2 GATEHALL DRIVE PARSIPPANY, NJ 07054 | |
| City / State / Zip Cambridge, MA 02140 | | Lease Number e212580 | Schedule Number 01100 |

SELLER: LUCENT TECHNOLOGIES INC.Total Price Including
Installation/One-Time
Charges

Description of Items to be Leased (the Equipment)

Lucent Definity Prologix and other related items, including any attachments, alterations, and additions thereto; any software license or rights; and any related documentation, all as may be more particularly described in the final invoice(s) from the Seller(s).

IL Tax of \$5,064.60 is included in the Total Purchase Price.

"Notwithstanding any terms to the contrary contained in the Agreement or this Schedule, the Equipment will be deemed irrevocably accepted by you upon Lessor's receipt of the Seller's invoice for charges related to the installation of the Equipment."

THIS TRANSACTION IS INTENDED TO BE A TRUE LEASE. THE TERMS AND CONDITIONS OF LESSEE'S FAIR MARKET VALUE PURCHASE OPTION, ITS FAIR RENTAL VALUE RENEWAL OPTION, AND OTHER IMPORTANT PROVISIONS ARE SET FORTH ON THE BACK OF THIS SCHEDULE.

Additional Provisions

Total This Page

\$78,352.17

SubTotal(s) from
Attached () Additional PagesTotal Purchase Price
(Sum of total prices including
installation/one-time charges)

\$78,352.17

Advance Rent
\$1,424.44Rental Payment
\$1,424.44Equipment Location
120 S LaSalle St 18th Flr, Chicago, IL 60603Rental Payment Period
monthlyLatest Commencement Date
6/30/2000

Lease Term (Months) 60

THIS SCHEDULE SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER EQUIPMENT LEASE AGREEMENT OR STANDARD LEASE AGREEMENT REFERENCED BY THE LEASE NUMBER SPECIFIED ABOVE (AGREEMENT) BY AND BETWEEN LESSEE OR ITS AFFILIATE, AS LESSEE, AND LESSOR OR ITS AFFILIATE, AS LESSOR, AND BY THE TERMS AND CONDITIONS SET FORTH ON THE FRONT AND BACK OF THIS SCHEDULE, WHICH IS LESSOR'S STANDARD FORM LTPF-TLS 12/98. PURSUANT TO SUCH TERMS AND CONDITIONS (WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS), LESSEE AGREES TO LEASE FROM LESSOR (AS SPECIFIED BELOW) AND LESSOR AGREES TO LEASE TO LESSEE THE ABOVE REFERENCED EQUIPMENT. IT IS UNDERSTOOD AND AGREED THAT THE TERMS AND CONDITIONS OF THIS SCHEDULE MAY BE DIFFERENT FROM THE TERMS AND CONDITIONS OF PRIOR SCHEDULES AND THAT ANY ASSIGNMENT OR TRANSFER OF THIS SCHEDULE BY LESSOR OR ANY ASSIGNEE SHALL NOT MATERIALLY CHANGE LESSEE'S OBLIGATIONS HEREUNDER. LESSEE AGREES THAT IF A COPY OF THIS SCHEDULE IS SIGNED BY IT AND THE FRONT OF THE COPY IS DELIVERED TO LESSOR BY FACSIMILE TRANSMISSION OR OTHERWISE, TO THE EXTENT ANY PROVISIONS ARE MISSING OR ILLEGIBLE OR CHANGED (AND NOT INITIALED BY BOTH PARTIES), THE TERMS AND CONDITIONS OF LESSOR'S FORM LTPF-TLS 12/98 IN USE ON THE DATE LESSOR RECEIVES THE COPY SIGNED BY LESSEE WILL BE THE TERMS AND CONDITIONS OF THE SCHEDULE. LESSEE REPRESENTS AND WARRANTS THAT IT SHALL LOOK ONLY TO THE SELLER FOR ANY AND ALL CLAIMS AND WARRANTIES RELATING TO THE EQUIPMENT AND THAT IT EITHER HAS REVIEWED, APPROVED AND RECEIVED A COPY OF THE APPLICABLE SUPPLY CONTRACT OR PURCHASE DOCUMENTS OR HAS BEEN INFORMED BY LESSOR THAT IT MAY HAVE RIGHTS UNDER THE SUPPLY CONTRACT OR PURCHASE DOCUMENTS AND MAY CONTACT SELLER FOR A DESCRIPTION OF SUCH RIGHTS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON LESSEE BY ARTICLE 2A OF THE UCC AND ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY THE LESSOR'S RIGHTS AS DESCRIBED IN THE AGREEMENT. THIS SCHEDULE OR ANY OTHER FUNDAMENTAL AGREEMENT (AS DEFINED IN THE AGREEMENT).

LESSEE: BBN CORPORATION**LESSOR: NEWCOURT COMMUNICATIONS
FINANCE CORPORATION**

By: X
Lessee Authorized Signature
Ira Parker, Chief Legal Counselor
Print Name and Title
6/30/00
Date

By: X
Lessor Authorized Signature
Jean Cote, Account Manager
Print Name and Title
6/30/00
Date

Capitalized terms used in this Schedule that are not otherwise defined herein shall have the meanings ascribed to them in the Master Equipment Lease Agreement or Standard Lease Agreement (Agreement) identified by the Lease Number specified on the front of this Schedule. References in this Schedule to Total Purchase Price and Rental Payment shall mean the estimates thereof specified on the front of this Schedule, as they may be adjusted pursuant to the Agreement. With respect to the Equipment described on the front of this Schedule, the terms and conditions of this Schedule shall prevail over any conflicting or inconsistent terms and conditions in the Agreement and/or any amendments thereto entered into prior to the execution of this Schedule. Lessee must commence this lease on or before the date Lessor's pricing and credit approvals expire (Latest Commencement Date).

1. PURCHASE AND RENEWAL OPTIONS. (a) If no Event of Default exists and Lessee delivers to Lessor an irrevocable written election notice at least 90 days prior to the expiration of the Applicable Term, Lessee shall have the following purchase and renewal options: (i) Lessee may purchase all (but not less than all) of the Equipment at the end of the Applicable Term at Fair Market Value (as defined below); or (ii) Lessee may renew this Schedule for a Renewal Term of not less than 12 months to be agreed upon by Lessor and Lessee at Fair Rental Value (as defined below) if Lessor reasonably determines that no material adverse change in Lessee's business or financial condition has occurred since the beginning of the Term. If Lessee decides not to purchase the Equipment or renew this Schedule at the end of the Applicable Term, it shall provide Lessor with irrevocable written notice thereof at least 90 days prior to the expiration of the Applicable Term and return the Equipment to Lessor in accordance with the terms of the Agreement.

(b) If Lessee elects to purchase the Equipment, Lessee shall pay Lessor the Fair Market Value on or before the expiration of the Applicable Term and shall make all other payments required hereunder during the remaining Term. If Lessee elects to renew this Schedule, Lessee and Lessor shall enter into a supplement to this Schedule to confirm the applicable Fair Rental Value and the length of the applicable Renewal Term. Throughout the Renewal Term, Lessee shall pay Lessor the Fair Rental Value on the same date each period that the Rental Payment was due during the Initial Term.

(c) If Lessee fails to: (i) provide Lessor with the 90 day notice required above; or (ii) pay Lessor the Fair Market Value as specified above; or (iii) return the Equipment to Lessor in accordance with the terms of the Agreement, the Applicable Term shall be extended for an additional 3 month period and thereafter for successive one month periods until Lessee delivers the Equipment to Lessor in accordance with the Agreement or Lessor terminates this Schedule by 30 days' written notice to Lessee. If this Schedule is extended pursuant to the preceding sentence, Lessee shall continue to pay Lessor the periodic Rental Payments in effect prior to the expiration of the Applicable Term and all other provisions of the Agreement and this Schedule (including Lessee's purchase and renewal options) shall continue to apply.

(d) Fair Rental Value and Fair Market Value for the Equipment shall be determined by agreement of Lessor and Lessee, or, at Lessee's sole expense, by an independent appraiser selected by Lessor. Fair Rental Value means the periodic amount that would be payable for the Equipment in an arm's length transaction between an informed and willing lessee and an informed and willing lessor, neither under compulsion to lease. Fair Market Value means the total price that would be paid for the Equipment in an arm's length transaction between an informed and willing buyer (other than a used equipment dealer) under no compulsion to buy and an informed and willing seller under no compulsion to sell. In determining Fair Rental Value or Fair Market Value, the costs of removing the Equipment from the Equipment Location and moving it to a new location shall not be deducted from its value.

(e) If Lessee elects to purchase the Equipment and has completely fulfilled the terms and conditions of the Agreement and this Section 1, then on the last day of the Applicable Term: (i) this Schedule shall terminate and, except as provided in the Agreement, Lessee shall be relieved of all obligations under this Schedule; and (ii) Lessor shall transfer all of its interest in the Equipment to Lessee "AS IS, WHERE IS," and without any warranty, express or implied from Lessor, other than the absence of any liens or claims by, through, or under Lessor.

2. LESSOR'S RETURN. If the Agreement is a Master Equipment Lease Agreement and if it provides that Stipulated Loss Value is a component of Lessor's Return, for purposes of this Schedule the Stipulated Loss Value of the Equipment shall equal the sum of (i) an amount calculated by Lessor that is the present value (discounted at 6% per annum compounded monthly) of all Rental Payments from the date of the Loss or Event of Default in question, to the originally anticipated date of expiration of the then existing term of this Schedule (whether it be the Initial Term or any Renewal Term (Applicable Term)); plus (ii) the present value (computed as described above and calculated by Lessor as of the date of the Loss or Event of Default in question) of the casualty value (determined as set forth below) of the Equipment. The casualty value of the Equipment shall be determined by multiplying the applicable Casualty Percentage (as specified below) by the Total Purchase Price. For purposes of this Schedule the applicable Casualty Percentage shall be (unless otherwise specified on the front of this Schedule) 65% for a Term of less than 36 months; 60% for a Term of 36 months or greater, but less than 48 months; 40% for a Term of 48 months or greater, but less than 60 months; 30% for a Term of 60 months or greater, but less than 72 months; and 20% for a Term of 72 months or greater. This Section is not applicable if the Agreement is a Standard Lease Agreement.

3. TAX BENEFITS. Lessee and Lessor intend that Lessor shall be entitled to all of the Federal and state tax benefits associated with the ownership of the Equipment, including but not limited to accelerated cost recovery deductions under sections 167(a) and 168(b) (1) of the Internal Revenue Code of 1986, as amended

(Code), and accelerated depreciation deductions under applicable state law (collectively, Tax Benefits). Lessee promises that at no time during the Term of this Schedule will Lessee (or any of its successors, sublessees or assigns) take any action or fail to take any action that would result in a loss, reduction, deferral, recapture or other unavailability to Lessor (or any consolidated group with which Lessor files tax returns) of any part of the Tax Benefits. Lessee also represents and warrants that neither Lessee, any of its affiliates, nor any of its successors, sublessees or assigns was, is or will become a tax-exempt entity described in section 168(h) (2) of the Code at any time during the Term of this Schedule or the five years preceding the Commencement Date.

4. SECURITY INTEREST. Lessor and Lessee intend the transaction described in this Schedule to be a true lease, and Lessee hereby authorizes Lessor to file a financing statement to give public notice of Lessor's ownership of the Equipment. If such transaction is deemed by a court of competent jurisdiction to be a lease intended for security, to secure payment and performance of Lessee's obligations under the Agreement and this Schedule, Lessee grants Lessor and its assigns a purchase money security interest in the Equipment and in all attachments, accessories, additions, substitutions, products, replacements, rentals and proceeds (including insurance proceeds) therefrom as well as a security interest in any other equipment financed pursuant to the Agreement or any other agreement between Lessor and Lessee (collectively, Collateral). Lessee shall execute and timely deliver to Lessor financing statements or any other documents Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. Lessor or Lessor's agent may file as a financing statement any lease document (or copy thereof, where permitted by law) Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. If Lessee fails to execute any such document, Lessor or Lessor's agent is hereby authorized to file any of the foregoing signed only by Lessor or Lessor's agent. LESSEE HEREBY APPOINTS LESSOR OR LESSOR'S DESIGNEE AS LESSEE'S ATTORNEY-IN-FACT TO EXECUTE AND FILE, ON LESSEE'S BEHALF, FINANCING STATEMENTS COVERING ANY EQUIPMENT SUBJECT TO THIS SCHEDULE OR THE AGREEMENT.

5. LEASING ADDITIONAL EQUIPMENT. Lessee may request Lessor to finance the costs of additional equipment (whether or not such items are additions to the Equipment) by sending Lessor a purchase order or by contacting us or the Seller by telephone or via a writing or an electronic or facsimile transmission. If the estimated total cost of such equipment (Additional Equipment) is \$25,000 or less and if Lessor agrees to provide such financing, Lessor shall signify its agreement by preparing and sending to Lessee a writing (Additional Lease) describing the Additional Equipment and specifying the amount and frequency of the Rental Payments, the Lease Term, the end of term options and such other terms and conditions that apply to such lease. LESSEE AGREES THAT IF THE LESSOR DOES NOT RECEIVE A WRITTEN OBJECTION TO THE ADDITIONAL LEASE FROM THE LESSEE WITHIN 10 DAYS AFTER THE DATE OF THE ADDITIONAL LEASE, LESSEE WILL BE DEEMED TO HAVE IRREVOCABLY ACCEPTED THE ADDITIONAL EQUIPMENT AND AGREED THAT, EXCEPT AS OTHERWISE SPECIFIED IN THE ADDITIONAL LEASE, SUCH ADDITIONAL LEASE SHALL BE GOVERNED BY ALL OF THE TERMS AND CONDITIONS OF THIS LEASE. If Lessee objects in the manner and within the timeframes described above, such Additional Lease shall be null and void and Lessee shall be responsible for fulfilling the obligations of the purchaser under the applicable Supply Contract or Purchase Documents.

6. ASSIGNMENT OF PURCHASE DOCUMENTS. Lessee hereby assigns to Lessor all of Lessee's right and interests in and to (a) the Equipment described in this Schedule and (b) any Purchase Documents (including any purchase order issued by Lessor as Lessee's agent) relating thereto. Except for the obligation to pay Seller for the Equipment if (and only if) the Equipment is accepted by Lessee pursuant to the Agreement, such assignment shall not include any of the obligations of the purchaser under the Purchase Documents and Lessee shall at all times remain liable to Seller to perform all of the duties and obligations of the purchaser under the Purchase Documents to the same extent as if an assignment had not occurred. Lessee shall obtain Seller's written consent to such assignment and written agreement that upon any return of the Equipment to Lessor, at no additional fee or charge Seller will either (y) grant Lessor any applicable license relating to the use of any software, technical information, confidential business information and other documentation (collectively, License) and permit Lessor to assign such License to any subsequent end-user of the Equipment; or (z) grant any subsequent end-user of the Equipment an applicable License, subject to Seller's then-current licensing provisions. Lessee shall at all times remain liable to Seller as the licensee under the License, and Lessor shall not have any obligation thereunder unless and until such License is provided to Lessor in accordance herewith.

7. FACSIMILES. IF A SIGNED COPY OF THIS SCHEDULE IS DELIVERED TO LESSOR BY FACSIMILE TRANSMISSION, IT WILL BE BINDING ON LESSEE. HOWEVER, LESSOR WILL NOT BE BOUND UNTIL IT ACCEPTS THE SCHEDULE BY MANUALLY SIGNING IT OR BY PURCHASING THE EQUIPMENT, WHICHEVER OCCURS FIRST. LESSEE WAIVES NOTICE OF LESSOR'S ACCEPTANCE AND WAIVES ITS RIGHT TO RECEIVE A COPY OF THE ACCEPTED SCHEDULE. IF LESSEE DELIVERS THIS SCHEDULE TO LESSOR BY FACSIMILE TRANSMISSION, LESSEE ACKNOWLEDGES THAT LESSOR IS RELYING ON LESSEE'S REPRESENTATION THAT THE SCHEDULE HAS NOT BEEN CHANGED. LESSEE AGREES THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS SCHEDULE, LESSOR MAY PRODUCE A COPY OF THE SCHEDULE TRANSMITTED TO IT BY FACSIMILE TRANSMISSION THAT HAS BEEN MANUALLY SIGNED BY LESSOR AND SUCH SIGNED COPY SHALL BE DEEMED TO BE THE ORIGINAL.

8. CHATTEL PAPER. If multiple copies of this Schedule are signed by Lessor and Lessee, only one copy of the Schedule shall be marked "Original" (Original), and all other copies shall be marked as, and shall be, duplicates. To the extent that this Schedule constitutes chattel paper (as such term is defined in the Uniform Commercial Code in effect in any applicable jurisdiction), no security interest therein may be created through the transfer or possession of any copy other than the Original.

LTPF TLS 12/98

**LEASE SCHEDULE
WITH FAIR MARKET VALUE
PURCHASE OPTION**
RECEIVED
SEP 11 2000

Product Finance



Lucent Technologies

| | | | |
|---|--|--|--------------------------|
| LESSEE: GENUITY SOLUTIONS, INC. | | LESSOR: NEWCOURT COMMUNICATIONS FINANCE CORPORATION | |
| Address 150 Cambridge Park Drive | | Address 2 GATEHALL DRIVE PARSIPPANY, NJ 07054 | |
| City / State / Zip Cambridge, MA 02140 | | Lease Number e212580 | Schedule Number 01110 |

SELLER: LUCENT TECHNOLOGIES INC.

 Total Price Including
Installation/One-Time
Charges

Description of Items to be Leased (the Equipment)

Lucent Definity Prologix With Intuity Audix and other related items, including any attachments, alterations, and additions thereto; any software license or rights; and any related documentation, all as may be more particularly described in the final invoice(s) from the Seller(s).

"Notwithstanding any terms to the contrary contained in the Agreement or this Schedule, the Equipment will be deemed irrevocably accepted by you upon Lessor's receipt of the Seller's invoice for charges related to the installation of the Equipment."

THIS TRANSACTION IS INTENDED TO BE A TRUE LEASE. THE TERMS AND CONDITIONS OF LESSEE'S FAIR MARKET VALUE PURCHASE OPTION, ITS FAIR RENTAL VALUE RENEWAL OPTION, AND OTHER IMPORTANT PROVISIONS ARE SET FORTH ON THE BACK OF THIS SCHEDULE.

Additional Provisions

 Total This Page **\$109,137.66**

 SubTotal(s) from
Attached () Additional Pages

 Total Purchase Price
(Sum of total prices including
installation/one-time charges) **\$109,137.66**

 Advance Rent
\$1,984.12

 Rental Payment
\$1,984.12

 Equipment Location
8899 University Lane, San Diego, CA 92122

 Rental Payment Period
monthly

 Latest Commencement Date
8/30/2000

Lease Term (Months) 60

THIS SCHEDULE SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER EQUIPMENT LEASE AGREEMENT OR STANDARD LEASE AGREEMENT REFERENCED BY THE LEASE NUMBER SPECIFIED ABOVE (AGREEMENT) BY AND BETWEEN LESSEE OR ITS AFFILIATE, AS LESSEE, AND LESSOR OR ITS AFFILIATE, AS LESSOR, AND BY THE TERMS AND CONDITIONS SET FORTH ON THE FRONT AND BACK OF THIS SCHEDULE, WHICH IS LESSOR'S STANDARD FORM LTPF-TLS 1298. PURSUANT TO SUCH TERMS AND CONDITIONS (WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS), LESSEE AGREES TO LEASE FROM LESSOR (AS SPECIFIED BELOW) AND LESSOR AGREES TO LEASE TO LESSEE THE ABOVE REFERENCED EQUIPMENT. IT IS UNDERSTOOD AND AGREED THAT THE TERMS AND CONDITIONS OF THIS SCHEDULE MAY BE DIFFERENT FROM THE TERMS AND CONDITIONS OF PRIOR SCHEDULES AND THAT ANY ASSIGNMENT OR TRANSFER OF THIS SCHEDULE BY LESSOR OR ANY ASSIGNEE SHALL NOT MATERIALLY CHANGE LESSEE'S OBLIGATIONS HEREUNDER. LESSEE AGREES THAT IF A COPY OF THIS SCHEDULE IS SIGNED BY IT AND THE FRONT OF THE COPY IS DELIVERED TO LESSOR BY FACSIMILE TRANSMISSION OR OTHERWISE, TO THE EXTENT ANY PROVISIONS ARE MISSING OR ILLEGIBLE OR CHANGED (AND NOT INITIALED BY BOTH PARTIES), THE TERMS AND CONDITIONS OF LESSOR'S FORM LTPF-TLS 1298 IN USE ON THE DATE LESSOR RECEIVES THE COPY SIGNED BY LESSEE WILL BE THE TERMS AND CONDITIONS OF THE SCHEDULE. LESSEE REPRESENTS AND WARRANTS THAT IT SHALL LOOK ONLY TO THE SELLER FOR ANY AND ALL CLAIMS AND WARRANTIES RELATING TO THE EQUIPMENT AND THAT IT EITHER HAS REVIEWED, APPROVED AND RECEIVED A COPY OF THE APPLICABLE SUPPLY CONTRACT OR PURCHASE DOCUMENTS OR HAS BEEN INFORMED BY LESSOR THAT IT MAY HAVE RIGHTS UNDER THE SUPPLY CONTRACT OR PURCHASE DOCUMENTS AND MAY CONTACT SELLER FOR A DESCRIPTION OF SUCH RIGHTS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON LESSEE BY ARTICLE 2A OF THE UCC AND ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY THE LESSOR'S RIGHTS AS DESCRIBED IN THE AGREEMENT, THIS SCHEDULE OR ANY OTHER FUNDAMENTAL AGREEMENT (AS DEFINED IN THE AGREEMENT).

LESSEE: GENUITY SOLUTIONS, INC.
**LESSOR: NEWCOURT COMMUNICATIONS
FINANCE CORPORATION**

 By: X [Signature]
Lessee Authorized Signature
OTTY WESTENFIELD, DIR. IT
Print Name and Title
9/8/00
Date

 By: X [Signature]
Lessor Authorized Signature
Kerla Herman Acct Mgr.
Print Name and Title
9/12/00
Date

Capitalized terms used in this Schedule that are otherwise defined herein shall have the meanings ascribed to them in the Master Equipment Lease Agreement or Standard Lease Agreement (Agreement) identified by the Lease Number specified on the front of this Schedule. References in this Schedule to Total Purchase Price and Rental Payment shall mean the estimates thereof specified on the front of this Schedule, as they may be adjusted pursuant to the Agreement. With respect to the Equipment described on the front of this Schedule, the terms and conditions of this Schedule shall prevail over any conflicting or inconsistent terms and conditions in the Agreement and/or any amendments thereto entered into prior to the execution of this Schedule. Lessee must commence this lease on or before the date Lessor's pricing and credit approvals expire (Latest Commencement Date).

1. PURCHASE AND RENEWAL OPTIONS. (a) If no Event of Default exists and Lessee delivers to Lessor an irrevocable written election notice at least 90 days prior to the expiration of the Applicable Term, Lessee shall have the following purchase and renewal options: (i) Lessee may purchase all (but not less than all) of the Equipment at the end of the Applicable Term at Fair Market Value (as defined below); or (ii) Lessee may renew this Schedule for a Renewal Term of not less than 12 months to be agreed upon by Lessor and Lessee at Fair Rental Value (as defined below) if Lessor reasonably determines that no material adverse change in Lessee's business or financial condition has occurred since the beginning of the Term. If Lessee decides not to purchase the Equipment or renew this Schedule at the end of the Applicable Term, it shall provide Lessor with irrevocable written notice thereof at least 90 days prior to the expiration of the Applicable Term and return the Equipment to Lessor in accordance with the terms of the Agreement.

(b) If Lessee elects to purchase the Equipment, Lessee shall pay Lessor the Fair Market Value on or before the expiration of the Applicable Term and shall make all other payments required hereunder during the remaining Term. If Lessee elects to renew this Schedule, Lessee and Lessor shall enter into a supplement to this Schedule to confirm the applicable Fair Rental Value and the length of the applicable Renewal Term. Throughout the Renewal Term, Lessee shall pay Lessor the Fair Rental Value on the same date each period that the Rental Payment was due during the Initial Term.

(c) If Lessee fails to: (i) provide Lessor with the 90 day notice required above; or (ii) pay Lessor the Fair Market Value as specified above; or (iii) return the Equipment to Lessor in accordance with the terms of the Agreement, the Applicable Term shall be extended for an additional 3 month period and thereafter for successive one month periods until Lessee delivers the Equipment to Lessor in accordance with the Agreement or Lessor terminates this Schedule by 30 days' written notice to Lessee. If this Schedule is extended pursuant to the preceding sentence, Lessee shall continue to pay Lessor the periodic Rental Payments in effect prior to the expiration of the Applicable Term and all other provisions of the Agreement and this Schedule (including Lessee's purchase and renewal options) shall continue to apply.

(d) Fair Rental Value and Fair Market Value for the Equipment shall be determined by agreement of Lessor and Lessee, or, at Lessee's sole expense, by an independent appraiser selected by Lessor. Fair Rental Value means the periodic amount that would be payable for the Equipment in an arm's length transaction between an informed and willing lessee and an informed and willing lessor, neither under compulsion to lease. Fair Market Value means the total price that would be paid for the Equipment in an arm's length transaction between an informed and willing buyer (other than a used equipment dealer) under no compulsion to buy and an informed and willing seller under no compulsion to sell. In determining Fair Rental Value or Fair Market Value, the costs of removing the Equipment from the Equipment Location and moving it to a new location shall not be deducted from its value.

(e) If Lessee elects to purchase the Equipment and has completely fulfilled the terms and conditions of the Agreement and this Section 1, then on the last day of the Applicable Term: (i) this Schedule shall terminate and, except as provided in the Agreement, Lessee shall be relieved of all obligations under this Schedule; and (ii) Lessor shall transfer all of its interest in the Equipment to Lessee "AS IS, WHERE IS," and without any warranty, express or implied from Lessor, other than the absence of any liens or claims by, through, or under Lessor.

2. LESSOR'S RETURN. If the Agreement is a Master Equipment Lease Agreement and if it provides that Stipulated Loss Value is a component of Lessor's Return, for purposes of this Schedule the Stipulated Loss Value of the Equipment shall equal the sum of (i) an amount calculated by Lessor that is the present value (discounted at 6% per annum compounded monthly) of all Rental Payments from the date of the Loss or Event of Default in question to the originally anticipated date of expiration of the then existing term of this Schedule (whether it be the Initial Term or any Renewal Term (Applicable Term)); plus (ii) the present value (computed as described above and calculated by Lessor as of the date of the Loss or Event of Default in question) of the casualty value (determined as set forth below) of the Equipment. The casualty value of the Equipment shall be determined by multiplying the applicable Casualty Percentage (as specified below) by the Total Purchase Price. For purposes of this Schedule the applicable Casualty Percentage shall be (unless otherwise specified on the front of this Schedule) 66% for a Term of less than 36 months; 50% for a Term of 36 months or greater, but less than 48 months; 40% for a Term of 48 months or greater, but less than 60 months; 30% for a Term of 60 months or greater, but less than 72 months; and 20% for a Term of 72 months or greater. This Section is not applicable if the Agreement is a Standard Lease Agreement.

3. TAX BENEFITS. Lessee and Lessor intend that Lessor shall be entitled to all of the Federal and state tax benefits associated with the ownership of the Equipment, including but not limited to accelerated cost recovery deductions under sections 167(a) and 168(b) (1) of the Internal Revenue Code of 1986, as amended

(Code), and accelerated depreciation deductions under applicable law (collectively, Tax Benefits). Lessee promises that at no time during the Term of this Schedule will Lessee (or any of its successors, sublessees or assigns) take any action or fail to take any action that would result in a loss, reduction, deferral, recapture or other unavailability to Lessor (or any consolidated group with which Lessor files tax returns) of any part of the Tax Benefits. Lessee also represents and warrants that neither Lessee, any of its affiliates, nor any of its successors, sublessees or assigns was, is or will become a tax-exempt entity described in section 168(h) (2) of the Code at any time during the Term of this Schedule or the five years preceding the Commencement Date.

4. SECURITY INTEREST. Lessor and Lessee intend the transaction described in this Schedule to be a true lease, and Lessee hereby authorizes Lessor to file a financing statement to give public notice of Lessor's ownership of the Equipment. If such transaction is deemed by a court of competent jurisdiction to be a lease intended for security, to secure payment and performance of Lessee's obligations under the Agreement and this Schedule, Lessee grants Lessor and its assigns a purchase money security interest in the Equipment and in all attachments, accessories, additions, substitutions, products, replacements, rentals and proceeds (including insurance proceeds) therefrom as well as a security interest in any other equipment financed pursuant to the Agreement or any other agreement between Lessor and Lessee (collectively, Collateral). Lessee shall execute and timely deliver to Lessor financing statements or any other documents Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. Lessor or Lessor's agent may file as a financing statement any lease document (or copy thereof, where permitted by law) Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. If Lessee fails to execute any such document, Lessor or Lessor's agent is hereby authorized to file any of the foregoing signed only by Lessor or Lessor's agent. LESSEE HEREBY APPOINTS LESSOR OR LESSOR'S DESIGNEE AS LESSEE'S ATTORNEY-IN-FACT TO EXECUTE AND FILE, ON LESSEE'S BEHALF, FINANCING STATEMENTS COVERING ANY EQUIPMENT SUBJECT TO THIS SCHEDULE OR THE AGREEMENT.

5. LEASING ADDITIONAL EQUIPMENT. Lessee may request Lessor to finance the costs of additional equipment (whether or not such items are additions to the Equipment) by sending Lessor a purchase order or by contacting us or the Seller by telephone or via a writing or an electronic or facsimile transmission. If the estimated total cost of such equipment (Additional Equipment) is \$25,000 or less and if Lessor agrees to provide such financing, Lessor shall signify its agreement by preparing and sending to Lessee a writing (Additional Lease) describing the Additional Equipment and specifying the amount and frequency of the Rental Payments, the Lease Term, the end of term options and such other terms and conditions that apply to such lease. LESSEE AGREES THAT IF THE LESSOR DOES NOT RECEIVE A WRITTEN OBJECTION TO THE ADDITIONAL LEASE FROM THE LESSEE WITHIN 10 DAYS AFTER THE DATE OF THE ADDITIONAL LEASE, LESSEE WILL BE DEEMED TO HAVE IRREVOCABLY ACCEPTED THE ADDITIONAL EQUIPMENT AND AGREED THAT, EXCEPT AS OTHERWISE SPECIFIED IN THE ADDITIONAL LEASE, SUCH ADDITIONAL LEASE SHALL BE GOVERNED BY ALL OF THE TERMS AND CONDITIONS OF THIS LEASE. If Lessee objects in the manner and within the timeframes described above, such Additional Lease shall be null and void and Lessee shall be responsible for fulfilling the obligations of the purchaser under the applicable Supply Contract or Purchase Documents.

6. ASSIGNMENT OF PURCHASE DOCUMENTS. Lessee hereby assigns to Lessor all of Lessee's right and interests in and to (a) the Equipment described in this Schedule and (b) any Purchase Documents (including any purchase order issued by Lessor as Lessee's agent) relating thereto. Except for the obligation to pay Seller for the Equipment if (and only if) the Equipment is accepted by Lessee pursuant to the Agreement, such assignment shall not include any of the obligations of the purchaser under the Purchase Documents and Lessee shall at all times remain liable to Seller to perform all of the duties and obligations of the purchaser under the Purchase Documents to the same extent as if an assignment had not occurred. Lessee shall obtain Seller's written consent to such assignment and written agreement that upon any return of the Equipment to Lessor, at no additional fee or charge Seller will either (y) grant Lessor any applicable license relating to the use of any software, technical information, confidential business information and other documentation (collectively, License) and permit Lessor to assign such License to any subsequent end-user of the Equipment; or (z) grant any subsequent end-user of the Equipment an applicable License, subject to Seller's then-current licensing provisions. Lessee shall at all times remain liable to Seller as the licensee under the License, and Lessor shall not have any obligation thereunder unless and until such License is provided to Lessor in accordance herewith.

7. FACSIMILES. IF A SIGNED COPY OF THIS SCHEDULE IS DELIVERED TO LESSOR BY FACSIMILE TRANSMISSION, IT WILL BE BINDING ON LESSEE. HOWEVER, LESSOR WILL NOT BE BOUND UNTIL IT ACCEPTS THE SCHEDULE BY MANUALLY SIGNING IT OR BY PURCHASING THE EQUIPMENT, WHICHEVER OCCURS FIRST. LESSEE WAIVES NOTICE OF LESSOR'S ACCEPTANCE AND WAIVES ITS RIGHT TO RECEIVE A COPY OF THE ACCEPTED SCHEDULE. IF LESSEE DELIVERS THIS SCHEDULE TO LESSOR BY FACSIMILE TRANSMISSION, LESSEE ACKNOWLEDGES THAT LESSOR IS RELYING ON LESSEE'S REPRESENTATION THAT THE SCHEDULE HAS NOT BEEN CHANGED. LESSEE AGREES THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS SCHEDULE, LESSOR MAY PRODUCE A COPY OF THE SCHEDULE TRANSMITTED TO IT BY FACSIMILE TRANSMISSION THAT HAS BEEN MANUALLY SIGNED BY LESSOR AND SUCH SIGNED COPY SHALL BE DEEMED TO BE THE ORIGINAL.

8. CHATTEL PAPER. If multiple copies of this Schedule are signed by Lessor and Lessee, only one copy of the Schedule shall be marked "Original" (Original), and all other copies shall be marked as, and shall be, duplicates. To the extent that this Schedule constitutes chattel paper (as such term is defined in the Uniform Commercial Code in effect in any applicable jurisdiction), no security interest therein may be created through the transfer or possession of any copy other than the Original.

LTPF-TLS 12/98

Product Finance

LEASE SCHEDULE WITH FAIR MARKET VALUE PURCHASE OPTION

Lucent Technologies

| | | | |
|---|--|--|--------------------------|
| LESSEE: GENUITY SOLUTIONS, INC. | | LESSOR: NEWCOURT COMMUNICATIONS FINANCE CORPORATION | |
| Address 150 Cambridge Park Drive | | Address 2 GATEHALL DRIVE PARSIPPANY, NJ 07054 | |
| City / State / Zip Cambridge, MA 02140 | | Lease Number e212580 | Schedule Number 01120 |

SELLER: LUCENT TECHNOLOGIES INC.

Total Price including
Installation/One-Time
Charges

Description of Items to be Leased (the Equipment)

Lucent Definity Prologix With Intuity Audix and other related items, including any attachments, alterations, and additions thereto; any software license or rights; and any related documentation, all as may be more particularly described in the final invoice(s) from the Seller(s).

Notwithstanding any terms to the contrary contained in the Agreement or this Schedule, the Equipment will be deemed irrevocably accepted by you upon Lessor's receipt of the Seller's invoice for charges related to the installation of the Equipment.

THIS TRANSACTION IS INTENDED TO BE A TRUE LEASE. THE TERMS AND CONDITIONS OF LESSEE'S FAIR MARKET VALUE PURCHASE OPTION, ITS FAIR RENTAL VALUE RENEWAL OPTION, AND OTHER IMPORTANT PROVISIONS ARE SET FORTH ON THE BACK OF THIS SCHEDULE.

Additional Provisions

Total This Page

\$164,339.95

SubTotal(s) from
Attached () Additional PagesTotal Purchase Price
(Sum of total prices including
installation/one-time charges)

\$164,339.95

Advance Rent
\$2,987.70Rental Payment
\$2,987.70

Equipment Location

364 Ferguson Drive, Mountain View, CA 94043

Rental Payment Period
monthlyLatest Commencement Date
7/31/2000

Lease Term (Months) 60

THIS SCHEDULE SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE MASTER EQUIPMENT LEASE AGREEMENT OR STANDARD LEASE AGREEMENT REFERENCED BY THE LEASE NUMBER SPECIFIED ABOVE (AGREEMENT) BY AND BETWEEN LESSEE OR ITS AFFILIATE, AS LESSEE, AND LESSOR OR ITS AFFILIATE, AS LESSOR, AND BY THE TERMS AND CONDITIONS SET FORTH ON THE FRONT AND BACK OF THIS SCHEDULE, WHICH IS LESSOR'S STANDARD FORM LTPF-TLS 12/98. PURSUANT TO SUCH TERMS AND CONDITIONS (WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS), LESSEE AGREES TO LEASE FROM LESSOR (AS SPECIFIED BELOW) AND LESSOR AGREES TO LEASE TO LESSEE THE ABOVE REFERENCED EQUIPMENT. IT IS UNDERSTOOD AND AGREED THAT THE TERMS AND CONDITIONS OF THIS SCHEDULE MAY BE DIFFERENT FROM THE TERMS AND CONDITIONS OF PRIOR SCHEDULES AND THAT ANY ASSIGNMENT OR TRANSFER OF THIS SCHEDULE BY LESSOR OR ANY ASSIGNEE SHALL NOT MATERIALLY CHANGE LESSEE'S OBLIGATIONS HEREUNDER. LESSEE AGREES THAT IF A COPY OF THIS SCHEDULE IS SIGNED BY IT AND THE FRONT OF THE COPY IS DELIVERED TO LESSOR BY FACSIMILE TRANSMISSION OR OTHERWISE, TO THE EXTENT ANY PROVISIONS ARE MISSING OR ILLEGIBLE OR CHANGED (AND NOT INITIALED BY BOTH PARTIES), THE TERMS AND CONDITIONS OF LESSOR'S FORM LTPF-TLS 12/98 IN USE ON THE DATE LESSOR RECEIVES THE COPY SIGNED BY LESSEE WILL BE THE TERMS AND CONDITIONS OF THE SCHEDULE. LESSEE REPRESENTS AND WARRANTS THAT IT SHALL LOOK ONLY TO THE SELLER FOR ANY AND ALL CLAIMS AND WARRANTIES RELATING TO THE EQUIPMENT AND THAT IT EITHER HAS REVIEWED, APPROVED AND RECEIVED A COPY OF THE APPLICABLE SUPPLY CONTRACT OR PURCHASE DOCUMENTS OR HAS BEEN INFORMED BY LESSOR THAT IT MAY HAVE RIGHTS UNDER THE SUPPLY CONTRACT OR PURCHASE DOCUMENTS AND MAY CONTACT SELLER FOR A DESCRIPTION OF SUCH RIGHTS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON LESSEE BY ARTICLE 2A OF THE UCC AND ANY RIGHTS NOW OR HEREAFTER CONFERRED BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY THE LESSOR'S RIGHTS AS DESCRIBED IN THE AGREEMENT, THIS SCHEDULE OR ANY OTHER FUNDAMENTAL AGREEMENT (AS DEFINED IN THE AGREEMENT).

LESSEE: GENUITY SOLUTIONS, INC.

LESSOR: NEWCOURT COMMUNICATIONS
FINANCE CORPORATIONBy: [Signature]

Lessee Authorized Signature

J. Parker Chief Legal Counsel

Print Name and Title

7/31/00

Date

By: [Signature]

Lessor Authorized Signature

Dean Cote, Account Manager

Print Name and Title

8/10/00

Date

SUPERIOR COURT CIVIL CASE INFORMATION STATEMENT (CIS)

EFiled: Jan 23 2006 11:05

Transaction ID 10389304

COUNTY: N K S

CIVIL ACTION NUMBER: _____

Civil Case Code CDBTCivil Case Type Debt/Breach of Contract

(SEE REVERSE SIDE FOR CODE AND TYPE)

| | |
|--|---|
| Caption: <u>CIT Communications Finance Corporation,</u> <u>Plaintiff,</u> <u>v.</u> <u>Level 3 Communications, LLC and</u> <u>Level 3 Communications, Inc.,</u> <u>Defendants.</u> | Name and Status of Party filing document: <u>CIT Communications Finance Corp. - Plaintiff</u> Document Type: (E.G.; COMPLAINT; ANSWER WITH COUNTERCLAIM) <u>Complaint</u> Non-Arbitration <u>X</u> (CERTIFICATE OF VALUE MAY BE REQUIRED) Arbitration ___ Mediation ___ Neutral Assessment ___ DEFENDANT (CIRCLE ONE) ACCEPT REJECT JURY DEMAND Yes <u>X</u> No ___ TRACK ASSIGNMENT REQUESTED (CIRCLE ONE) EXPEDITED STANDARD COMPLEX |
|--|---|

| | |
|--|--|
| ATTORNEY NAME(S): <u>Andrew C. Kassner, Howard A. Cohen</u> ATTORNEY ID(S): <u>Del. Bar #4507, #4082</u> FIRM NAME: <u>Drinker Biddle & Reath LLP</u> ADDRESS: <u>1100 N. Market Street, Suite 1000</u> <u>Wilmington, DE 19801-1254</u> TELEPHONE NUMBER: <u>(302) 467-4200</u> FAX NUMBER: <u>(302) 467-4201</u> E-MAIL ADDRESS: <u>howard.cohen@dbr.com</u> | IDENTIFY ANY RELATED CASES NOW PENDING IN THE SUPERIOR COURT BY CAPTION AND CIVIL ACTION NUMBER INCLUDING JUDGE'S INITIALS <u>NONE</u> EXPLAIN THE RELATIONSHIP(S): _____ _____ _____ _____ _____ OTHER UNUSUAL ISSUES THAT AFFECT CASE MANAGEMENT: <u>NONE</u> _____ _____ _____ (IF ADDITIONAL SPACE IS NEEDED, PLEASE ATTACH PAGE) |
|--|--|

THE PROTHONOTARY WILL NOT PROCESS THE COMPLAINT, ANSWER, OR FIRST RESPONSIVE PLEADING IN THIS MATTER FOR SERVICE UNTIL THE CASE INFORMATION STATEMENT (CIS) IS FILED. THE FAILURE TO FILE THE CIS AND HAVE THE PLEADING PROCESSED FOR SERVICE MAY RESULT IN THE DISMISSAL OF THE COMPLAINT OR MAY RESULT IN THE ANSWER OR FIRST RESPONSIVE PLEADING BEING STRICKEN.

EXHIBIT B

**IN THE SUPERIOR COURT FOR THE STATE OF DELAWARE
IN AND FOR NEW CASTLE COUNTY**

CIT COMMUNICATIONS FINANCE
CORPORATION,

Plaintiff,

v.

LEVEL 3 COMMUNICATIONS, LLC and :
LEVEL 3 COMMUNICATIONS, INC.,

Defendants.

Civil Action No. 06C-01-236 (JRS)

NOTICE OF REMOVAL
TO FEDERAL COURT

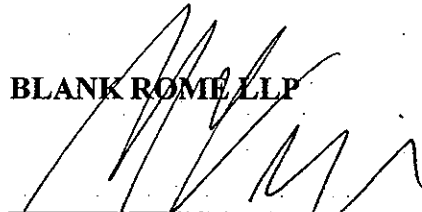
**DEFENDANTS LEVEL 3 COMMUNICATIONS, LLC AND
LEVEL 3 COMMUNICATIONS, INC.'S
NOTICE OF FILING PETITION FOR REMOVAL**

PLEASE TAKE NOTICE that Level 3 Communications, LLC and Level 3 Communications, Inc., defendants in the above-captioned action, have on this day filed a Notice of Removal, a copy of which is annexed hereto, in the office of the Clerk of the United States District Court for the District of Delaware.

With the filing of this Notice, this action has been removed to the United States District Court for the District of Delaware and, pursuant to 28 U.S.C. § 1446(d), there shall be no further proceedings in this Court.

Dated: February 24, 2006

BLANK ROMÉ LLP



Steven L. Caponi (DSBA No. 3484)
Chase Manhattan Centre
1201 Market Street, Suite 800
Wilmington, DE 19801
(302) 425-6408
(302) 428-5016 (Fax)

Attorneys for Defendants
Level 3 Communications, LLC and
Level 3 Communications, Inc.

CERTIFICATE OF SERVICE

I, Steven L. Caponi, hereby certify that on this 24th day of February, 2006, copies of Defendants Level 3 Communications, LLC and Level 3 Communications, Inc.'s Notice Of Removal To Federal Court was served by hand upon:

Howard A. Cohen, Esquire
Drinker Biddle & Reath
1100 N. Market Street
Suite 1000
Wilmington, DE 19801

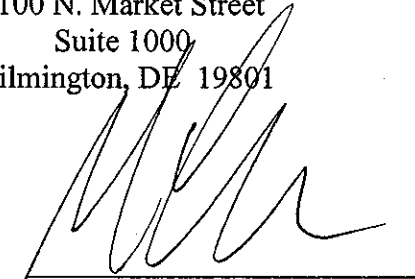


Steven L. Caponi (# 3484)

CERTIFICATE OF SERVICE

I, Steven L. Caponi, hereby certify that on this 24th day of February, 2006, copies of Defendants Level 3 Communications, LLC and Level 3 Communications, Inc.'s Notice Of Removal were served by hand upon:

Howard A. Cohen, Esquire
Drinker Biddle & Reath
1100 N. Market Street
Suite 1000
Wilmington, DE 19801



Steven L. Caponi (# 3484)

CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

CIT Communications Finance Corporation

DEFENDANTSLevel 3 Communications, LLC
Level 3 Communications, Inc.(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF _____
(EXCEPT IN U.S. PLAINTIFF CASES)COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT _____
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF TRACT OF LAND INVOLVED.

(c) ATTORNEYS (FIRM NAME, ADDRESS AND TELEPHONE NUMBER)Howard A. Cohen, Esquire (DSBA No. 4082)
Drinker Biddle & Reath
1100 N. Market Street
Suite 1000
Wilmington, DE 19801
(302) 467-4200**ATTORNEYS (IF KNOWN)**Steven L. Caponi (DSBA No. 3484)
Blank Rome LLP
1201 N. Market Street
Suite 800
Wilmington, DE 19801
(302) 425-6400**II. BASIS OF JURISDICTION** (PLACE AN "X" IN ONE BOX ONLY)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|---------------------------------------|---------------------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input checked="" type="checkbox"/> 4 | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. ORIGIN

(PLACE AN "X" IN ONE BOX ONLY)

- ☐ 1 Original Proceeding ☒ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

V. NATURE OF SUIT (PLACE AN "X" IN ONE BOX ONLY)

| CONTRACT | TORTS | FORFEITURE/PENALTY | BANKRUPTCY | OTHER STATUTES | |
|--|---|--|---|---|--|
| <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability | PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury | PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability | <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R. R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other | <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark | <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 891 Agricultural Arts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act |
| REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property | CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 440 Other Civil Rights | PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence HABEAS CORPUS: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition | LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt Relations <input type="checkbox"/> 730 Labor/Mgmt Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc Security Act | SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609 | <input type="checkbox"/> 896 Constitutionality of State Statutes <input type="checkbox"/> 890 Other Statutory Actions |

VI. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE BRIEF STATEMENT OF CAUSE. DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY.)

Removal is based on 28 U.S.C. Section 1441(a) and 1452; Complaint asserts claims for breach of contract

| | | | |
|-------------------------------------|---|------------------|---|
| VII. REQUESTED IN COMPLAINT: | <input checked="" type="checkbox"/> CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 | DEMAND \$ | CHECK YES only if demanded in complaint: |
| VIII. RELATED CASE(S) IF ANY | (See instructions): | JUDGE | JURY DEMAND: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |
| DATE February 24, 2006 | SIGNATURE OF ATTORNEY OF RECORD | | DOCKET NUMBER |

FOR OFFICE USE ONLY

RECEIPT# _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

AO FORM 85 RECEIPT (REV. 9/04)

United States District Court for the District of Delaware

Civil Action No. 06 - 121

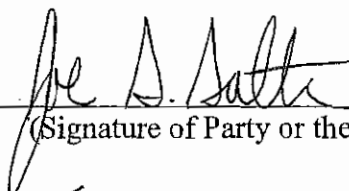
ACKNOWLEDGMENT
OF RECEIPT FOR AO FORM 85

NOTICE OF AVAILABILITY OF A
UNITED STATES MAGISTRATE JUDGE
TO EXERCISE JURISDICTION

I HEREBY ACKNOWLEDGE RECEIPT OF 2 COPIES OF AO FORM 85.

FEB 24 2006

(Date forms issued)



(Signature of Party or their Representative)

Joe S. Salters

(Printed name of Party or their Representative)

Note: Completed receipt will be filed in the Civil Action